

Decision of the Players' Status Chamber

passed on 23 April 2024

regarding an employment-related dispute concerning the coach A

BY:

Javier VIJANDE PENAS (Argentina), Chairperson

Luis KANONNIKOFF (Paraguay), member

Jesús ARROYO (Spain), member

CLAIMANT:

A, Country A

Represented by

RESPONDENT:

B, Country B

Represented by

I. Facts of the case

1. On 15 October 2023, the Country A coach A (hereinafter: *Claimant* or *coach*) and the club B from Country B (hereinafter: *club* or *Respondent*) concluded an employment contract (hereinafter: *contract*) valid as from the same date until 30 June 2026.
2. The Claimant was hired as Head Coach of the Respondent's main team.
3. According to the contract and its two annexes, the Respondent undertook to pay the Claimant *inter alia* the following amounts:
 - a. EUR 269,441 net of taxes in Country B as monthly salary from 15 October 2023 until 30 June 2024.
 - b. EUR 249,833 net of taxes in Country B as monthly salary from 1 July 2024 until 30 June 2026.
4. It is to be noted that there is no corresponding due date of each salary in the contract.
5. Clause 7 of the Annexe 1 to the contract reads as follows:

"7.1 Notwithstanding anything to the contrary, the parties hereby expressly and irrevocably agree that in the event that the coach terminates the Contract without just cause (in accordance with the regulations of FIFA governing this matter), the coach shall promptly pay to the club the three monthly salaries as compensation for the breach ("Breach Compensation")."

7.2 Notwithstanding anything to the contrary, the Parties hereby expressly and irrevocably agree that, in the event that the club terminates the contract unilaterally without just cause, the club shall promptly and immediately pay to the coach, all the overdue salaries and bonuses, plus the three monthly salaries (as compensation for the breach)."
6. Clauses 1 and 2 of the Annexe 2 to the contract reads as follows:

"1- It's agreed between the two parties that the club shall pay to the Head Coach advance payment the amount of Euro (538,882.00) to be paid on or before 15.11.2023."

2- This advance payment will deducted in eight equal installments from the Head Coach monthly salaries, starting from 15.10.2023 until 30.06.2024."
7. On 25 December 2023, the Respondent terminated the contract unilaterally on account of "poor performance and results", and stated that per clause 7, Annexe 1 of the contract, it would pay a penalty equivalent to 3 salaries to the Claimant.
8. On 7 January 2024, the club wrote to the coach as follows:

"First, we wish Mr. A and his staff a wonderful new year and the best of luck. We are writing this letter to settle and finalize the termination of their employment contracts.

We have received your calculations regarding the outstanding amounts and the compensation due to the coaches.

We agree that there is one salary still outstanding, referring to Nov/15th - Dec/15th, plus 10 days of December. In total, the amount until December 25, 2023, due to the head Coach, is €356,357.00.

However, you also mentioned an advanced payment that was supposed to be made in November. There seems to be a conceptual error, and maybe a confusion, between advanced payments and signing-on bonuses. The schedule of payments in the contract (Annex 2) is obvious and clearly written, stating that the November payment was a simple advancement that will be deducted from future salaries. We would like to clarify that such down payments (or upfront payments) cannot be treated as signing-on fees.

This conclusion is settled in Swiss law and decided in multiple CAS decisions. Thus, we see no reason to pay the Coaches an amount that is not due and for services that are not rendered. Nevertheless, our Club is honoring the agreements signed with the coaches and willing to settle the outstanding amount as well as the compensation. Below is our calculation of the amounts due to the head Coach:

- Euro (356,357.00) will be paid in January 2024 (the exact date will be agreed upon between the parties).*
- Euro (269,441.00) will be paid on or before 31.01.2024.*
- Euro (269,441.00) will be paid on or before 28.02.2024.*
- Euro (269,441.00) will be paid on or before 31.03.2024.*

If you agree with our proposal, please let us know, and we will share with you a draft of the settlement agreement for your approval. Otherwise, should you need any clarifications or have any questions, please do not hesitate to contact our legal representative "XXX" via their contact details below, Please provide us with your bank account."

9. On 20 January 2024, the coach wrote to the club, disagreed with its position, and stated as follows:

- The coach claimed that the termination was without just cause and that the club acknowledged its obligation to pay compensation for breach of contract. The coach added that the calculation of compensation for breach of contract should be made in accordance with the provisions of Annexe 2 article 6 of the FIFA Regulations on the Status and Transfer of Players (**RSTP**), and is equal to the full residual value of the contract, and not in accordance with clause 7.1 of the contract, which is null and void.

- The coach requested the club to pay the total of net EUR 8,021,145.31, broken-down as follows:

a) outstanding remuneration in net total of EUR 693,158.69.

b) compensation for the breach of the Employment contract in the sense of Annexe 2 art. 6 of FIFA RSTP, in net total of EUR 7,327,986.62, as residual value.

- The coach also states that if the club fails to fulfil the financial request within the next 15 days, the coach will be forced to file a claim against the club before the FIFA Football Tribunal, seeking the payment of outstanding remuneration and compensation for the breach of the contract, as well as the imposition of sporting sanctions against the club.

10. The coach confirms he was paid EUR 147,575 by the club on 21 January 2024.

11. The Claimant remained unemployed following the termination of the contract.

II. Proceedings before FIFA

12. On 21 February 2024, the Claimant filed the claim at hand before FIFA. A brief summary of the position of the parties is detailed in continuation.

a. Position of the Claimant

13. The requests for relief of the Claimant were as follows:

I. to ascertain that the Respondent terminated the Employment contract signed with the Claimant without just cause; and

II. to condemn the Respondent to pay in favor of the Claimant outstanding remuneration of net EUR 545,401.69 (five hundred and forty-five thousand, four hundred and one euro and sixty-nine cents), which matured as follows:

- net EUR 538,882.00, on 15/11/2023, and

- net EUR 6,519.69, on 26/12/2023,

all within 45 days as from the date of notification of the decision in the matter of the reference to the Respondent; and

III. to condemn the Respondent to pay in favor of the Claimant compensation for breach of the Employment contract without just cause of net EUR 7,327,986.62 (seven million, three hundred and twenty-seven thousand and nine hundred and eighty-six euros and sixty-two cents), which matured on 26/12/2023, within 45 days as from the date of notification of the decision in the matter of the reference to the Respondent; and

IV. to condemn the Respondent to pay all relevant taxes, state contributions and surcharges, on top of the above-mentioned net amounts, within 45 days as from the date of notification of the decision in the matter of the reference to the Respondent;

or alternatively

to condemn the Respondent to provide the Claimant with the corresponding tax certificates concerning the payment of all the above specified net amounts alongside all the net amounts already paid to the Claimant during the term of the Employment contract, within 45 days as from the date of notification of the decision in the matter of the reference to the Respondent; and

V. to condemn the Respondent to pay in favor of the Claimant default interest of 5% per year on the aforementioned amounts starting from the respective date of maturity until the effective date of the payment, within 45 days as from the date of notification of the decision in the matter of the reference to the Respondent; and

VI. to impose sporting sanctions against the Respondent, all in the light of FIFA RSTP.”

14. The Claimant advanced the following arguments in support of his claim.
15. As to the termination of the contract, the Claimant's argument is that the club has terminated the contract without a valid reason. The Claimant asserts that the club's cited reasons for termination, specifically unsatisfactory performance and bad results, do not constitute just cause according to the jurisprudence of both FIFA and the Court of Arbitration for Sport (CAS). The Claimant emphasizes that such reasons are purely unilateral and subjective evaluations made by the club without any objective criterion, thus failing to meet the standard for just cause termination.
16. As to the compensation clause inserted in the contract, the Claimant asserts that it is invalid, null, and void. The Claimant argues that this provision is disproportionate and potestative in line with the jurisprudence of FIFA and CAS, allowing the club to terminate the contract at any point in time without justification and for only a symbolic amount of compensation. According to the Claimant, this undermines the principle of contractual stability, as protected by the FIFA RSTP, and should be entirely disregarded. Consequently, the Claimant emphasizes that the club's unilateral termination without just cause entitles him to compensation equal to the full remaining value of the contract, in line with Annexe 2 RSTP.
17. The coach is seeking a total amount of net EUR 8,021,145.31, broken down as follows:
 - a. Outstanding remuneration in net total of EUR 693,158.69, regarding:
 - Advance payment of EUR 538,882 which matured on 15 November 2023.
 - residual amount of deducted salary for period from 1 December 2023 until 25 December 2023 of net EUR 6,519.69, which matured on 26 December 2023.
 - b. Compensation for the breach of the contract in the sense of Annexe 2 art. 6 of FIFA RSTP, in net total of EUR 7,327,986.62, as residual value of the contract from 26 December 2023 to 30 June 2026.

b. Position of the Respondent

18. In its reply, the Respondent advanced the following arguments:

As to the advance payment and fees:

- The club asserts that the Claimant wrongly calculated the advanced payment as a sign-on fee. They argue that the advance payment, as stipulated in Annex 2 of the contract, was intended to be deducted from the monthly salaries over a specified period. The club emphasizes that this advance payment was not implemented, however. Equally, the club contends that the advance payment was simply an upfront payment related to the salaries for the performance of the Claimant's duties. They highlight that if he had received this payment, the club would have been entitled to file a counterclaim to recover it, as it would correspond to a period of months that the Claimant had yet to earn.
- The club clarifies that there was no agreement between the parties regarding sign-on fees. They emphasize that sign-on fees are distinct from advance payments and are not to be deducted from future salaries. The club points to clause 34 of the Contract, which states that Annex 1 includes the whole remuneration, further supporting their argument.
- The club references jurisprudence, specifically citing CAS 2014/A/3702, to differentiate between advanced payments and sign-on fees. They highlight the panel's determination that the payments labelled as 'deposits' were considered advances and were not to be treated differently from the remaining salaries.
- The club acknowledges that the coach is entitled to outstanding salaries for the period worked before the termination of the Contract. Specifically, the coach is owed EUR 211,497.67, which is the difference between the total amount due for the period worked (EUR 628,695.67) and the payments already made by the Club (EUR 269,441 in December 2023 and EUR 147,757 in January 2024). It is to be noted that the club presented evidence of payments in this respect.

As to the termination compensation:

- The club asserts that the compensation clause contained in Article 6 of the contract represents the true intent of the contracting parties and is valid. They emphasize that this clause should be applied to the calculation of the compensation due by the Respondent to the Claimant for the termination of the Contract without just cause.
- The club dismisses the argument that clause 7 is potestative, stating that it is a fair arrangement and does not create a disproportionate advantage to any party. They argue that the clause grants both parties the right to unilaterally terminate the contract with a predetermined compensation amount, in line with relevant laws and legal precedents.
- The club emphasizes that the parties agreed upon a reciprocal and fair clause, granting both parties the right to unilaterally terminate the contract with a predetermined compensation

amount. They argue that this arrangement is perfectly in line with relevant laws, including the RSTP and Swiss law, as well as numerous FIFA and CAS cases. The club contends that the liquidated damages clause at hand could not be triggered by just one party and does not create a disproportionate advantage for any party.

- Furthermore, the club highlights that the compensation due to the Claimant is carefully determined to discourage arbitrary use while ensuring a fair resolution. They stress that the high amount of compensation offers stability to the contractual relationship while also affording the Claimant the flexibility to explore potential opportunities with other clubs or national teams should he receive higher offers. The club asserts that this clause serves the interests of both parties effectively.
- The club asserts that the conduct of the Claimant constitutes *venire contra factum proprium* by specifically claiming the nullity of the termination clause after settling during the negotiations into the contract, which is strictly prohibited by this principle. In this sense the club is of the view that the principle of estoppel or *non venire contra factum proprium* prohibits the Claimant from changing his course of action, which generated legitimate expectations, to the exclusive detriment of the club. They emphasize that even the Claimant himself did not claim the clause to be invalid after the termination took place, and via WhatsApp messages exchanged with his agent, the Claimant clearly limited the compensation to a three-monthly salary and nothing more, suggesting the clause was a true and accurate reflection of the intention of the parties before changing his course of action. Therefore, the club argues that the principle of *venire contra factum proprium* supports their position and should be considered in the case.

19. The Respondent requested *inter alia* the following relief:

"a) Recognize the payments made in benefit of the Claimant, and conclude that the outstanding salaries amount due by the Club is € 211,497.67.

b) The advanced payment is not due, as it was never implemented and if were, it would correspond to the outstanding salaries earned. Should this Tribunal reach a different understanding, it has to take into consideration the period not earned, to be deducted from the whole amount. It also changes the way of calculating the outstanding salaries, which shall consider the monthly deduction agreed in Annex 2.

c) The compensation for the termination of the Employment Contract should be limited to the three months' salary agreed, which represents € 808,323 (eight hundred thousand three hundred and twenty-three Euros). Nevertheless, should this Tribunal reach a conclusion that the full residual value of the contract should apply, the Respondent subsidiarily requests that Mitigated damages should be taken into consideration, regarding any new employment of the Claimant."

III. Considerations of the Players' Status Chamber

a. Competence and applicable legal framework

20. First of all, the Players' Status Chamber (hereinafter also referred to as *Chamber* or *PSC*) analysed whether it was competent to deal with the case at hand. In this respect, it took note that the present matter was presented to FIFA on 21 February 2024 and submitted for decision on 23 April 2024. Taking into account the wording of art. 34 of the March 2023 edition of the Procedural Rules Governing the Football Tribunal (hereinafter: *the Procedural Rules*), the aforementioned edition of the Procedural Rules is applicable to the matter at hand.
21. Subsequently, the members of the Chamber referred to art. 2 par. 1 of the Procedural Rules and observed that in accordance with art. 23 par. 2 in combination with art. 22 lit. c) of the RSTP (February 2024 edition), the PSC is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a coach from Country A and a club from Country B.
22. Subsequently, the Chamber analysed which regulations should be applicable as to the substance of the matter. In this respect, it confirmed that, in accordance with art. 26 par. 1 and 2 of the RSTP (February 2024 edition), and considering that the present claim was lodged on 21 February 2024, the aforementioned edition of said regulations (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance.

b. Burden of proof

23. The Chamber recalled the basic principle of burden of proof, as stipulated in art. 13 par. 5 of the Procedural Rules, according to which a party claiming a right on the basis of an alleged fact shall carry the respective burden of proof. Likewise, the Chamber stressed the wording of art. 13 par. 4 of the Procedural Rules, pursuant to which it may consider evidence not filed by the parties, including without limitation the evidence generated by or within the Transfer Matching System (TMS).

c. Merits of the dispute

24. Its competence and the applicable regulations having been established, the Chamber entered into the merits of the dispute. In this respect, the Chamber started by acknowledging all the above-mentioned facts as well as the arguments and the documentation on file. However, the Chamber emphasised that in the following considerations it will refer only to the facts, arguments, and documentary evidence, which it considered pertinent for the assessment of the matter at hand.

i. Main legal discussion and considerations

25. The foregoing having been established, the Chamber moved to the substance of the matter, and took note of the fact this is a claim of a coach against a club for breach of contract.

26. According to the Claimant, the Respondent terminated the contract without just cause and shall pay both outstanding remuneration and compensation for breach of contract, based on the residual value of the contract in that the compensation clause included therein is potestative and therefore null and void. The Respondent argued otherwise and challenged the calculations of the amounts outstanding to the coach, as well as claimed the compensation clause is valid.
27. It must be noted that the parties do not dispute that the club terminated the contract without just cause, which therefore was confirmed by the Chamber. The issues to be tackled therefore are:
 - What is the amount due to the coach as outstanding remuneration until the date of termination of the contract? To this end, what is the nature of the advance payment under the contract?
 - Is the compensation clause due under the contract valid? What is the amount of compensation the coach shall receive?
28. The PSC proceeded to examine these issues in turn.

What is the amount due to the coach as outstanding remuneration until the date of termination of the contract? To this end, what is the nature of the advance payment under the contract?

29. As a departure point, the Chamber unanimously confirmed that the argument of the club that the advance payment scheme had not been implemented cannot be upheld in light of the principle *pacta sunt servanda*. Put simply, the parties agreed to this scheme of payments under the contract and therefore it should have been complied with by the club.
30. Therefore, the Chamber confirmed that under the contract:
 - a. The coach's salary was EUR 269,441 net of taxes in Country B from 15 October 2023 until 30 June 2024.
 - b. the coach was to receive an advance payment of EUR 538,882 to be paid by 15 November 2023. This advance payment would be deducted in eight equal instalments from the coach monthly's salaries, starting from 15 October 2023 until 30 June 2024, for EUR 67,360.25 each.
31. Likewise, the Chamber remarked that the contents of the contract are unequivocal to the effect that the advance payment represents salaries paid upfront, and is not a sign-on fee, which generally is a bonus for signature of the contract. However, the PSC was of the view that this does not change the fact that the parties agreed that the coach would receive this amount and then a lower salary for a period of 8 months.
32. Given that the club was the one terminating the contract, the PSC ruled that it cannot benefit from its own tort and argue that these amounts should be deducted because the coach ceased to render services: accepting this argument means that the coach would be reimbursing the

club for services already rendered, while the club in fact prevented the coach from continuing to render services as it terminated the contract without just cause.

33. In addition, the PSC underlined that parties are free to stipulate their payment arrangements and therefore they agreed that the coach's initial period of services had more value than the remainder of the season. What is more, the salary of the coach for the seasons 2024/25 would be smaller, which further confirms the above reasoning, in the Chamber's view.
34. Therefore, the Chamber decided that no deductions apply over the advance payment, which fell due on 15 November 2023.
35. It follows, in the Chamber's view, that by the date of termination, the coach should have been paid EUR 958,253.87 net of taxes in Country B, broken down as follows:
 - a. Pro rata (half) of the salary of October for EUR 134,720.50, minus EUR 67,360.25 as deduction, for a total of EUR 67,360.25.
 - b. EUR 538,882 as advance payment due on 15 November 2023.
 - c. Full salary of November for EUR 269,441, minus EUR 67,360.25 as deduction, for a total of EUR 202,080.75.
 - d. Pro rata (25/31 days) of the salary of December for EUR 217,291.12, minus EUR 67,360.25 as deduction, for a total of EUR 149,930.87.
36. The club has paid EUR 269,441 on 6 December 2023 and EUR 147,757 on 21 January 2024. This was confirmed by the coach in these proceedings.
37. It follows that based on the principle *pacta sunt servanda* the coach was owed the following concepts by the date of termination of the contract. Equally, taking into consideration the Claimant's request as well as the constant practice of the Chamber in this regard, the latter decided to award the Claimant interest at the rate of 5% p.a. on the outstanding amounts as from their respective due dates until the date of effective payment. For the sake of completeness, the PSC underlined that the proper calculation of the foregoing is indicated in the enclosed calculation table.
 - a. EUR 2,078.16 as interest on late payment of the balance of the advance payment;
 - b. EUR 190,843.60 as balance of the advance payment plus 5% interest over the said amount from 22 January 2024 until the date of effective payment;
 - c. EUR 202,080.75 as (deducted) salary of November 2023 plus 5% interest over the said amount from 1 December 2023 until the date of effective payment;
 - d. EUR 149,930.87 as (deducted) salary of December 2023 plus 5% interest over the said amount from 25 December 2023 until the date of effective payment;

Is the compensation clause due under the contract valid? What is the amount of compensation the coach shall receive?

38. Having stated the above, the Chamber turned to the calculation of the amount of compensation payable to the coach by the club in the case at stake. In doing so, the Chamber firstly recapitulated that, in accordance with art. 6 par. 2 of Annexe 2 of the Regulations, the amount of compensation shall be calculated, in particular and unless otherwise provided for in the contract at the basis of the dispute, with due consideration for the remuneration and other benefits due to the coach under the existing contract and/or the new contract and the time remaining on the existing contract.
39. In application of the relevant provision, the Chamber held that it first of all had to clarify as to whether the pertinent employment contract contained a provision by means of which the parties had beforehand agreed upon an amount of compensation payable by the contractual parties in the event of breach of contract.
40. In this regard, the Chamber took note of the wording of clause 7 of Annexe 1 of the contract, which established as follows:

"7.1 Notwithstanding anything to the contrary, the parties hereby expressly and irrevocably agree that in the event that the coach terminates the Contract without just cause (in accordance with the regulations of FIFA governing this matter), the coach shall promptly pay to the club the three monthly salaries as compensation for the breach ("Breach Compensation")."

"7.2 Notwithstanding anything to the contrary, the Parties hereby expressly and irrevocably agree that, in the event that the club terminates the contract unilaterally without just cause, the club shall promptly and immediately pay to the coach, all the overdue salaries and bonuses, plus the three monthly salaries (as compensation for the breach)."

41. After analysing the content of the aforementioned clause, the Chamber confirmed that parties free to pre-establish the damages suffered in line with the jurisprudence of both FIFA and CAS, as long as such clauses are proportional and reciprocal.
42. As such, the Chamber concluded that it fulfilled the criteria of reciprocity and proportionality, in line with the Chamber's longstanding jurisprudence, and therefore was to be applied in the case at hand to determine the amount of compensation payable by the Respondent to the Claimant.
43. The above would have been sufficient to justify the application of the clause in question. Nonetheless, the Chamber added, for the sake of completeness, that the contract provides for a substantial remuneration and a lengthy relationship, which denotes that there is a more balanced bargaining power of the parties. Additionally, the Chamber deemed that the fact that the amounts due to the coach are substantial denotes that he is not put at the mercy of the club in case of an early termination for he would receive a significant sum of money. In the PSC's view, this line of reasoning contradicts the argumentation of the coach and the CAS

precedent cited by him, because the compensation established in the contract is not symbolic – quite the opposite.

44. Consequently, and having found that the clause in question is valid and can be upheld, the Chamber awarded the coach 3 salaries of EUR 202,080.75 each (i.e., the salary valid at the time of termination considering the deductions), for a total of EUR 606,242.25 as compensation for breach of contract without just cause, which shall be paid by the Respondent to the Claimant.
45. Lastly, taking into consideration the Claimant's request as well as the constant practice of the Chamber in this regard, the latter decided to award the Claimant interest on said compensation at the rate of 5% p.a. as of the date of termination of the contract until the date of effective payment.

ii. Compliance with monetary decisions

46. Finally, taking into account the applicable Regulations, the Chamber referred to art. 8 par. 1 and 2 of Annexe 2 of the Regulations, which stipulate that, with its decision, the pertinent FIFA deciding body shall also rule on the consequences deriving from the failure of the concerned party to pay the relevant amounts of outstanding remuneration and/or compensation in due time.
47. In this regard, the PSC highlighted that, against clubs, the consequence of the failure to pay the relevant amounts in due time shall consist of a ban from registering any new players, either nationally or internationally, up until the due amounts are paid. The overall maximum duration of the registration ban shall be of up to three entire and consecutive registration periods.
48. Therefore, bearing in mind the above, the PSC decided that the Respondent must pay the full amount due (including all applicable interest) to the Claimant within 45 days of notification of the decision, failing which, at the request of the Claimant, a ban from registering any new players, either nationally or internationally, for the maximum duration of three entire and consecutive registration periods shall become immediately effective on the Respondent in accordance with art. 8 par. 2, 4, and 7 of Annexe 2 of the Regulations.
49. The Respondent shall make full payment (including all applicable interest) to the bank account provided by the Claimant in the Bank Account Registration Form, which is attached to the present decision.
50. The PSC recalled that the above-mentioned ban will be lifted immediately and prior to its complete serving upon payment of the due amounts, in accordance with art. 8 par. 8 of Annexe 2 of the Regulations.

d. Costs

51. The Chamber referred to art. 25 par. 1 of the Procedural Rules, according to which *"Procedures are free of charge where at least one of the parties is a player, coach, football agent, or match agent"*. Accordingly, the Chamber decided that no procedural costs were to be imposed on the parties.

52. Likewise, and for the sake of completeness, the Chamber recalled the contents of art. 25 par. 8 of the Procedural Rules, and decided that no procedural compensation shall be awarded in these proceedings.
53. Lastly, the PSC concluded its deliberations by rejecting any other requests for relief made by any of the parties.

IV. Decision of the Players' Status Chamber

1. The claim of the Claimant, A, is partially accepted.
2. The Respondent, B, must pay to the Claimant the following amount(s):
 - a. **EUR 2,078.16 net** of taxes in Country B **as interest on late payment of outstanding remuneration.**
 - b. **EUR 190.843.60 net** of taxes in Country B **as outstanding remuneration** plus 5% interest *p.a.* as from 22 January 2024 until the date of effective payment.
 - c. **EUR 202,080.75 net** of taxes in Country B **as outstanding remuneration** plus 5% interest *p.a.* as from 1 December 2023. until the date of effective payment
 - d. **EUR 149,930.87 net** of taxes in Country B **as outstanding remuneration** plus 5% interest *p.a.* as from 25 December 2023 until the date of effective payment.
 - e. **EUR 606,242.25 net** of taxes in Country B **as compensation for breach of contract without just cause** plus 5% interest *p.a.* as from 25 December 2023 until the date of effective payment.
3. Any further claims of the Claimant are rejected.
4. Full payment (including all applicable interest) shall be made to the bank account indicated in the **enclosed** Bank Account Registration Form.
5. Pursuant to art. 8 of Annexe 2 of the Regulations on the Status and Transfer of Players, if full payment (including all applicable interest) is not made **within 45 days** of notification of this decision, the following **consequences** shall apply:
 1. The Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of the ban shall be of up to three entire and consecutive registration periods.
 2. The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not made by the end of the three entire and consecutive registration periods.
6. The consequences **shall only be enforced at the request of the Claimant** in accordance with art. 8 par. 7 and 8 of Annexe 2 and art. 25 of the Regulations on the Status and Transfer of Players.
7. This decision is rendered without costs.

For the Football Tribunal:



Emilio García Silvero

Chief Legal & Compliance Officer

NOTE RELATED TO THE APPEAL PROCEDURE:

According to article 57 par. 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (CAS) within 21 days of receipt of the notification of this decision.

NOTE RELATED TO THE PUBLICATION:

FIFA may publish this decision. For reasons of confidentiality, FIFA may decide, at the request of a party within five days of the notification of the motivated decision, to publish an anonymised or a redacted version (cf. article 17 of the Procedural Rules Governing the Football Tribunal).

CONTACT INFORMATION

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