

Decision of the Single Judge of the Players' Status Committee

passed in Zurich, Switzerland, on 27 February 2020,

by

Johan van Gaalen (South Africa)

Single Judge of the Players' Status Committee,

on the claim presented by the coach

Mr Juan Ignacio Martínez, Spain,
represented by Messrs Juan de Dios Crespo Perez
and Alejandro Pascual Madrid

as Claimant

against the club,

Al-Arabi Sporting Club, Kuwait,
represented by Mr Georgi Gradev

as Respondent

regarding an employment-related contractual dispute
arisen between the parties

I. Facts of the case

1. On 10 June 2019, the Spanish coach, Juan Ignacio Martínez (hereinafter: *the Coach or the Claimant*) concluded an employment contract (hereinafter: *the contract*) with the Kuwaiti club, Al Arabi (hereinafter: *Club or the Respondent*) valid as from the date of signature for “one sports season (2019/2020)”.

The contract:

2. In accordance with the contract, the coach was hired as a head coach, and art. 3 of the contract provided that the club “*may assign [the coach] in addition to his original work, the training and supervision of any of the sectors of the game without arranging any financial obligations on [the club]*”.
3. According to art. 7 of the contract, the head coach was entitled to USD 300,000, payable as follows:
 - USD 30,000 “*when he comes to start the preparation period during July 2019*”;
 - USD 27,000 as monthly salary for 10 months.
4. Moreover, art. 8 of the contract stipulates that the head coach will also be provided with a furnished apartment.
5. Under art. 15 of the Contract, the coach agreed to pay the club USD 200,000 if he “*leaves Al-Arabi Sporting Club before the end of the term of this contract without the consent of the [club]*.”
6. Further, to art. 22 of the contract, “*The [coach] is obliged to participate in local [...] official [...] matches which the club is committed with locally [...]*.”
7. In accordance with art. 26 of the contract, the club “*may terminate prior to two written warnings the contract unilaterally in case for [the coach] continued wrong behavior which leads to harm the interests of the club and [the club] shall reserve his right to claim a compensation equivalent all the money paid and to the contract advance payment and his due salaries for the period from the contract date of termination until the end of this term.*”.
8. Art. 26 of the contract stipulated that “*If the [coach] is convicted with misconduct or violating [...] this contract instructions or provisions, the [club] may impose the penalties corresponding to the nature of violations misconduct or breaches especially in the following events: 1. violating the instructions issued by the club management [...] or his failure to execute them; 2. Violation of the provisions of this contract; 3. Violating the instructions of the Director of the game. [...]; 5. Failure to attend training or matches [...]*.”

9. Art. 27 of the contract further provided that *“if the coach convicted by breaching the regulations and laws of the country or this contract provisions, the club may terminate the contract and [the club] reserves its right to claim compensation equivalent all the money paid and to the contract advance payment and his due salaries for the period from the date of termination contract until the end of this term”*.
10. According to art. 28, the club could terminate the contract *“any time”* but then should pay the coach compensation in the amount of two monthly salaries.
11. Art. 35 of the contract provided that *“[The coach] must not dismiss or terminate the contract of any assistant coaches of [the club] without just cause and must not separate them from the assistance to [the club]. Also the assistant coaches have been employed in order to form an indispensable group together with [the coach] and [the club] and [the coach] agree that in case [the coach] is dismissed without just cause by [the club], the employment relationship of the assistant coaches will also be considered as terminated without just cause. In this line, [the club]’s right to terminate the contract with just cause shall be also applied to the assistant coach.”*

Sequence of events:

12. On 28 September 2019, the club provided a settlement agreement to the Coach with the purpose of terminating the employment relationship against the payment of USD 54,000.
13. On 1 October 2019, the club informed the Coach that he had violated his employment contract by not training the team properly on several occasion.
14. On 3 October 2019, the Coach replied that he disagreed with the accusations of the Club.
15. On the same date, the Club informed the Coach that in application of art. 3 of the contract, he was no longer in charge of the first team, but of observing the U13 team.
16. On 4 October 2019, the Coach, alongside the rest of the Coach team, put the Club in default, arguing that the decision to reassign the Coach team to the training of the U13 team instead of the first was *“a serious violation of our employment contracts, since [the club is] preventing us to perform our professional tasks in the first football team, as expressly referred in the contract”*. They further requested to be reintegrated as coaches of the first team.
17. On 4 October 2019, the Club replied to the default of the Coach, informing him, and the rest of the Coach team, that they were reinstated as coaches for the first team.
18. On the same date, the Coach team informed the Club that they were not comfortable with the Club’s atmosphere and that they would not coach the team for the following match but will resume training as from 6 October 2019.

19. On 5 October 2019, the Club put the Coach in default as he and his team were absent to training and imposed a reduction of the equivalent of a day's salary out of his monthly salary.
20. On 6 October 2019, the Coach team replied to the Club, arguing that the sanction was outrageous and that the Club had canceled a training of the first team without the agreement of the Coach team. They further requested the sanction to be canceled and to be informed as to when the next training session was scheduled. That request was reiterated on 7 October 2019, and they further requested to be reinstated as coaches in charge of the first team as they considered that they did not have all the decision-making power with regards to the first team.
21. On 9 October 2019, the coaches reiterated their request to be reinstated, and gave 3 days for the Club to remedy its default.
22. On 10 October 2019, the Club replied to the Coach team, arguing that it had been in breach of the contract as the latter allegedly:
 - missed the training of the first team on 4,7,8 and 9 October 2019;
 - did not attend the training and an official match on 5 October 2019.
 The Club invited the Coach to provide his position on said accusation within 7 days and that as a provisional measure, his salary of September 2019 was *"temporarily withheld until the Board of Directors renders its final decision"*. Furthermore, the club informed the coach that he could not and should not *"interpret such provisional measures as automatic termination without just cause by the club"*. The club invited the assistant coaches to join the training on the same day.
23. On the same day, the Coach team replied that they were surprised that a disciplinary proceeding was opened and added that the fact that the assistant coaches were invited to train the team while the head coach was suspended was a *"despicable strategy"*. They further added that since all the contracts of the Coach team were linked in accordance with art. 33 of the contract, the club was not *"entitled at all to request the assistant coaches to attend the training session"*.
24. On 13 October 2019, the Coach and its team unilaterally terminated their contracts, arguing that in consequence of their letters dated 9 and 10 October 2019 and in the absence of a reaction of the Club to their request to be reinstated as coaches of the first team, they had a just cause to terminate the contracts. The Coach gave the club 5 more days to remedy the default.
25. The Club replied on the same day, that only the Coach had been suspended and that the rest of the coaches was still in charge of the first team and therefore their request to be reinstated was moot.
26. On 16 October 2019, via the coach's counsel, the Coach team reconfirmed to have terminated the contract.

27. The Club replied on 16 October 2019 that it took note of the termination by the Coach team on 13 October 2019, and that the salaries of September 2019 were still withheld *"as a security measure to offset part of the club's claims for damages."*
28. On 23 October 2019, the Coach lodged a claim against the Club in front of FIFA for outstanding remuneration and compensation for breach of contract, requesting the total amount of USD 243,000, plus 5% interest *p.a.* as from 13 October 2019 until the date of effective payment, corresponding to:
- a. USD 27,000 as outstanding remuneration for the salary of September 2019;
 - b. USD 216,000 as compensation for breach of contract, corresponding to 8 monthly salaries.
 - c. *"additional net compensation to be determined by the FIFA PSC as per art. 17.1.ii of the FIFA RSTP, and/or specificity of sport"*, plus 5% interest as from 13 October 2019.
 - d. *"Declare that if any further amount is requested by the Spanish Tax Authorities after receiving the compensation, such extra amount directly originated from the receipt of the compensation in Spain shall be borne by the club"*;
 - e. Sporting sanctions to be imposed on the club;
 - f. Procedural costs and legal fees at the expense of the club.
29. In his claim, the Coach held that the Coach team was removed from their functions with the first team and demoted to the U13 team, that the Club hired a new coach, and that despite their numerous default notices, the coaches were not reinstated. The Coach held that his suspension was illegal.
30. In its reply, the Club confirmed that on 28 September 2019 it proposed to the Coach to terminate the contract by mutual consent but the Coach refused the offer. Consequently, the Coach continued to train the first team.
31. The Club held that on 3 October 2019, in accordance with art. 3 of the contract, it instructed the Coach to observe the U13 team as of 4 October 2019. Notwithstanding, on 4 October 2019, following the Coach's opposition, the club canceled its order and instructed the Coach to retake the first team.
32. The Club however stated that the Coaching team did not show up at the outset of the evening training on 4 October 2019. The Coach team arrived at the training ground after the training had started, this fact is corroborated by the photos they took. The Club, therefore, had no other option but to ask the U17 coaches, Messrs. Darko Nestrovic and Bojan Trkulja, to conduct the training. The Respondent held that it endorsed Messrs. Darko Nestrovic and Bojan Trkulja as the new coaching team of the first team as of 29 October 2019.
33. With regards to the above, the Club added that late in the night on 4 October 2019, the Coach emailed the Club with a letter co-signed by his staff, in which they stated that *"we have to inform the club that we will not be able to lead tomorrow's match against Al Kuwait"* and offered their services to the Club as of 6 October 2019.
34. Moreover, the Club maintained that on 5 October 2019, the Club's first team played an away official match against Kuwait SC for the Kuwait Federation Cup. Due to the unjustified

absence of the coaching team, the Club asked the U17 coaches to lead the first team in the match.

35. The Club, on the same day, sent a letter to the Coach, sanctioning him with a one-day salary for his unjustified absence from the training on the previous day.
36. The Club added that, on 7 October 2019, the Coach wrote to the Club alleging that he was *"present in the training of the first team and, surprisingly, [he was] not allowed to lead such training,"* when the truth is that only a couple of his assistants showed up after the training had started, fact that is corroborated by the videos they took. The Coach also urged the Club to reinstate him in his position *"within the following 2 days"*.
37. Two days later, on 9 October 2019, the Club received from the Coaching team a final warning by means of which they requested to be reinstated in their position within the next three days, otherwise they would deem their contracts *"automatically terminated without just cause by the club."*
38. Furthermore, the Club explained that on 10 October 2019 it notified the coach about the opening of disciplinary proceedings against him. In particular, *"the Respondent charged the Claimant with (i) failure to comply with his duty of obedience and having showed insubordination (Clause 26 paras. 1, 3, 5 of the Contract) (ii) failure to take the training of the first team on 4 October 2019 (Clause 26 paras. 1, 2, 5) and (iii) failure to "take the official local match on 5 October 2019 against Kuwait SC for the Kuwait Federation Cup" (Clause 22 and Clause 26 paras. 1, 2, 5). The Respondent granted the Claimant seven days to file a position and evidence and informed him that its Board of Directors would render a formal decision on the matter on 20 October 2019."* The Club also decided to withhold his September 2019 wage provisionally. Finally, the Club temporarily suspended the coach until 20 October 2019, pending the outcome of the disciplinary proceedings.
39. The Club further added that on the same day, the Coach assistants did not attend the training at 17:00, although they were requested to do so. Furthermore, after replying to the Coach's correspondence dated 10 October 2019 the Coach's assistants did not lead the training which was scheduled on 11 October 2019 at 17:00.
40. The Club explained that due to the Coach's assistant's absence, it had to ask the U17 head coach to lead the first team for a local official match played on 12 October 2019.
41. The Club finally stated that despite the Coach's unilateral termination of the contract of 13 October 2019, it wrote to him insisting upon the continuation of the contract.
42. In its conclusion, the club requested FIFA to:
 - 1. Reject the Claimant's claims in their entirety insofar as they are admissible.*
 - 2. Establish that the Claimant has terminated the Contract without a just cause.*
 - 3. Establish that the Claimant is not entitled to compensation for damages; or, if that is rejected, reduce the compensation for damages at its discretion.*
 - 4. Order the Claimant to bear all costs incurred with the present procedure."*

43. Finally, the Club argued that considering the facts and evidence submitted by the coach to FIFA, the Coach did not have a just cause to unilaterally terminate the contract on 13 October 2019. In particular, the Club's conduct did not constitute a breach of the contract and the Coach's termination was not an *ultima ratio*.
44. After being requested by the FIFA administration, the Coach confirmed that he has remained unemployed since the date of termination of the contract.

II. Considerations of the Single Judge of the Players' Status Committee

1. First of all, the Single Judge of the Players' Status Committee (hereinafter also referred to as: *the Single Judge*) analyzed whether he was competent to deal with the matter at hand. In this respect, he took note that, according to art. 21 of the November 2019 edition of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution (hereinafter: *the Procedural Rules*), said edition of the Procedural Rules is applicable to the matter at stake.
2. Subsequently, the Single Judge referred to art. 3 par. 1 and 2 of the Procedural Rules and confirmed that, in accordance with art. 23 par. 1 and 4 in combination with art. 22 lit. c) of the Regulations on the Status and Transfer of Players, he is competent to deal with the matter at stake, which concerns an employment-related dispute between a coach and a club of an international dimension.
3. Furthermore, the Single Judge analyzed which edition of the Regulations on the Status and Transfer of Players should be applicable as to the substance of the matter. In this respect, he referred, on the one hand, to art. 26 par. 1 and 2 of the Regulations on the Status and Transfer of Players, and on the other hand, to the fact that the present claim was lodged with FIFA on 23 October 2019. In view of the foregoing, the Single Judge concluded that the October 2019 edition of the Regulations on the Status and Transfer of Players (hereinafter: *the Regulations*) is applicable to the case at hand as to the substance (cf. art. 26 par. 1 and 2 of the Regulations).
4. The competence of the Single Judge and the applicable regulations having been established, and entering into the substance of the matter, the Single Judge started by acknowledging the above-mentioned facts as well as the documentation contained in the file. However, the Single Judge emphasized that, in the following considerations, he will refer only to the facts, arguments and documentary evidence which it considered pertinent for the assessment of the matter at hand.
5. In this respect, the Single Judge noted that the parties concluded a contract valid as from 10 June 2019 for "*one sports season (2019/2020)*", according to which the Club undertook to pay to the Coach the total amount of USD 300,000.

6. Subsequently, the Single Judge observed that the Coach lodged a claim against the Club, arguing that on 13 October 2019 he unilaterally terminated the contract with just cause due to the fact that he had been removed from his functions with the first team and demoted to the U13 team. In his claim, the Coach requested outstanding remuneration in the amount of USD 27,000, corresponding to the monthly salary of September 2019, and compensation for breach of contract in the amount of USD 216,000, corresponding to the residual value of the contract.
7. Conversely, the Single Judge noted the arguments of the Club, which in essence held that the Coach did not have a just cause to unilaterally terminate the contract on 13 October 2019, as the Club's conduct did not constitute a breach of the contract.
8. As a result, the Single Judge understood that the fundamental issue at stake consisted of establishing whether the Coach had or not a just cause to unilaterally terminate the contract on 13 October 2019, and if so to decide on the consequences thereof.
9. In connection with the aforementioned idea, the Single Judge deemed it appropriate to first remind the parties that only when there are objective criteria, which do not reasonably permit to expect a continuation of the employment relationship between the parties, a contract may be terminated prematurely. Hence, if there are more lenient measures which can be taken in order for a party to ensure the fulfilment of the contractual duties, such measures must be taken before terminating an employment contract. A premature termination of an employment contract can only ever be an *ultima ratio* measure.
10. Subsequently, the Single Judge proceeded with the analysis of the circumstances surrounding the present matter, the parties' arguments as well the documentation on file, bearing in mind the wording of art. 12 par. 3 of the Procedural Rules, in accordance with which any party claiming a right on the basis of an alleged fact shall carry the burden of proof.
11. Having said that, the Single Judge noted from the documentation on file that the Club tried to terminate the contract on 28 September 2019, by proposing a mutual termination agreement to the Coach, which was not accepted. Subsequently, on 1 October 2019, the club accused the coach of not properly performing his tasks and on 3 October 2019 it demoted him to the U13 team due to the allegedly unsatisfactory way the Coach was conducting his training.
12. In this regard, the Single Judge took into account that the Coach put the Club in default on several occasions during the period of time between 4 October 2019 and 16 October 2019, in particular denying the accusations of contractual violation and requesting to be reintegrated in the first team, as he was not willing to mutually terminate the contract as proposed by the Respondent.
13. In continuation, the Single Judge referred to the arguments of the Club as provided in its reply, according to which the Club alleged that due to the Coach's behaviour it had to open disciplinary proceedings against him.

14. In this context, the Single Judge first noted that the allegations of the Club that the coach had allegedly committed several disciplinary and contractual violations arose only after he refused to sign the mutual termination agreement on 28 September 2019. In particular, the Single Judge referred to the wording of art. 26 and 28 of the contract, quoted in points I.5 and I.7 above and in this respect he noted that while clause 26 referred to a termination with just cause by the club in case of an unjustified breach by the coach, clause 28 established the (unilateral) right of the club to terminate the contract at its wish, as long as it paid the coach a compensation corresponding to 2 monthly salaries. The mutual termination proposed by the club on 28 September 2019 was clearly based on clause 28 of the contract, i.e. exclusively due to the will of the club and not related to any type of breach by the coach and therefore offering the coach the payment of compensation. Based on the foregoing, the Single Judge was of the opinion that the alleged breaches committed by the coach and communicated to him 3 days after his refusal to sign the mutual termination, as well as his demotion 2 days later to the U13 team could not have reasonably been as the result of such alleged breaches. The reaction of the Club to demote the coach, was as a result of the coach's refusal to mutually terminate the contract against the payment of 2 monthly salaries.

15. The Single Judge also noted that no substantial evidence of the actual existence of such violations and/or alleged breaches allegedly committed by the coach and it was further evident that no fair and reasonable proceedings were followed by the Club in respect of the alleged breaches and/or violations of the coach. Further to that, the Single Judge also noted that the sanction consisting of the deduction of a 1-day salary imposed on the entire coaching team – related to their alleged absence (see above) from the very next training session following the proposal of mutual termination, the newly raised accusations of violations by the Club, the demotion to the U13 team and their sudden but not permanent reinstatement – was done without any disciplinary proceedings. It was also with great concern noted by the Single Judge the reasons submitted by the Club for the non-payment of the coach's salary for September 2019, being, allegedly based on disciplinary violations. This without the Club ever offered the coach to give an explanation of the allegations of violations and/or breaches or afforded the coach a fair opportunity to defend himself at an appropriate hearing and/or forum. The principle of "*Audi alteram partem*" meaning "listen to the other side", or "let the other side be heard as well" is a core principle / right of natural justice. It is the principle that no person should be judged without a fair hearing in which each party is given the opportunity to respond to the evidence against them. The Club fail to afford the coach this right.

16. In this respect, the Single Judge considered that it would have been expected from the club to previously warn the coach about his possible contractual breaches and try to find a constructive solution in order to safeguard the maintenance of the contractual stability.

17. Furthermore, the Single Judge understood that in spite of the club's right to define the coach's specific tasks and provide him with the guidelines on how to execute them, a demotion from the 1st team (the team he was appointed to coach; the appointment to coach a specific team, is regarded as a material term of the contract) to the U13 team is a unlawful unilateral change in the working conditions of the coach and a change significant enough to allow the coach to justifiably insist / demand to be reinstated to his original position, the position he was appointed in terms of the contract. The relevance, nature and the complexity of his work as the head coach of the first team compare the coach of the U13 team are considerably different. The conduct of the Club clearly result in the unilateral amendments of the coach's employment conditions. From the documentation on file, it appears that the coach in spite of the Club's alleged reminders was never permanently

reinstated to his appointed position of head coach of the first team or informed about the training schedule of the first team. It is clear that the Club wanted to frustrate the coach and never had the true intention to offer his position back as head coach of the first team, the position he was appointed for. Despite the Clubs conduct towards the coach, the coach repeated requested the Club to comply with the contract and re-instate him to the position he was employed.

18. In view of the aforementioned circumstances, the Single Judge concluded that the coach took all the possible measures to ensure the continuation of the employment contract under correct terms, however to no avail as the Club did everything possible to frustrate the coach to render his service for which he was contracted. These conduct of the Club includes the demoting the coach to the U13 team – on the basis of unsubstantiated alleged violations, which were not properly analysed or being dealt with in any disciplinary proceedings with his right of be heard guaranteed. Blatantly ignoring the principle of *"Audi alteram partem"*. In light of the above, considering the none payment of the coach's September 2019 salary together with the unlawful and *male fide* conduct of the Club, the Single Judge concluded that the coach terminated the contract with just cause on 13 October 2019.

19. Bearing in mind the previous considerations, the Single Judge went on to deal with the consequences of the early termination of the employment contract with just cause by the coach.

20. Prior dealing with the calculation of the compensation due to the coach for breach of contract by the club, the Single Judge first decided to determine the amount of the outstanding remuneration due to the coach. In this respect, the Single Judge noted that it remained undisputed that the coach's salary for September 2019 in the amount of USD 27,000 remained unpaid. The club failed to provide any substantiated, reasonable and valid justification or reasons. Therefore, in accordance with the principle of *pacta sunt servanda* the club should pay the coach outstanding remuneration in the amount USD 27,000 plus interest of 5% p.a. as from 13 October 2019, in accordance with the coach's request.

21. Having established the foregoing, the Single Judge went on to establish the amount of compensation due to the coach by the club. In application of the relevant jurisprudence, the Single Judge held that he first of all had to clarify whether the pertinent employment contract contained any clause, by means of which the parties had beforehand agreed upon a compensation payable by the contractual parties in the event of breach of contract and which clause is regarded as fair, reciprocal and proportionate. In this respect, the Single Judge noted that art. 28 of the contract stipulated the following: *"The First party [the Club] owns the right to cancel the contract at any time with the payment of material compensation for the second party two months salary [...]"*.

22. While considering the aforementioned clause jointly with clauses 26 and 27 of the contract, which stipulate the amount of compensation due by the coach to the club in case of an unjustified breach on his side, the Single Judge observed that such clauses are not reciprocal and proportionate. As a result of the above and in line with the jurisprudence of the Players' Status Committee, the amount of compensation payable in this case should therefore be based on the residual value of the contract.

23. In calculating the amount of compensation payable to the coach, the Single Judge first turned his attention to the remuneration and other benefits due to the coach under the existing contract. The Single Judge pointed out that the contract signed between the Claimant and the Respondent was valid for the sports season 2019/2020.
24. As a result, the Single Judge understood that the contract was terminated on 13 October 2019, and that as from 13 October 2019 until 31 May 2020, the coach would have earned the total amount of USD 216,000.
25. In continuation, the Single Judge assessed as to whether the coach had signed an employment contract with another club during the relevant period of time, by means of which he would have been able to reduce his loss of income. According to the constant practice of the PSC, such remuneration under a new employment contract(s) shall be taken into account in the calculation of the amount of compensation for breach of contract in connection with the general obligation to mitigate his damages.
26. In this regard, the Single Judge observed that the coach confirmed that he has remained unemployed since the date of termination until the date of the present decision. Thus, the Single Judge understood that no mitigation is to be applied.
27. As a result, the Single Judge determined that the Club shall pay to the coach the amounts of USD 216,000 as compensation for breach of contract without just cause.
28. In addition, taking into account the claimant's request, the Single Judge decided that the Club must pay to the coach interest of 5% p.a. on the payable compensation as from 13 October 2019 until the date of effective payment.
29. Lastly, the Single Judge referred to art. 25 par. 2 of the Regulations in combination with art. 18 par. 1 of the Procedural Rules, according to which, in the proceedings before the Players' Status Committee, including the Single Judge, costs in the maximum amount of CHF 25,000 are levied. The costs are to be borne in consideration of the parties' degree of success in the proceedings (cf. art. 18 par. 1 of the Procedural Rules).
30. In this respect, the Single Judge reiterated that the claim of the Claimant is almost entirely accepted and that the Respondent is the party at fault. Therefore, the Single Judge decided that the Respondent should bear the costs of the current proceedings in front of FIFA.
31. Furthermore and according to Annexe A of the Procedural Rules, the costs of the proceedings are to be levied on the basis of the amount in dispute. Consequently and taking into account that total amount in dispute in the present matter, the Single Judge concluded that the maximum amount of costs of the proceedings corresponds to CHF 25,000.
32. In conclusion, the Single Judge determined the costs of the current proceedings to the amount of CHF 25,000 to be paid by the Respondent in the following manner: CHF 5,000 directly to the Claimant and CHF 20,000 to FIFA.

33. The Single Judge concluded his deliberations by establishing that any further claim of the parties had to be rejected.

III. Decision of the Single Judge of the Players' Status Committee

1. The claim of the Claimant, Juan Ignacio Martínez, is partially accepted.
2. The Respondent, Al-Arabi Sporting Club, has to pay to the Claimant **within 30 days** as from the date of notification of this decision, outstanding remuneration in the amount of USD 27,000, plus 5% interest *p.a.* as from 13 October 2019 until the date of effective payment.
3. Furthermore, the Respondent has to pay to the Claimant, **within 30 days** as from the date of notification of this decision, the amount of USD 216,000 plus 5% interest *p.a.* as of 13 October 2019 until the date of effective payment as compensation for breach of contract.
4. Any further claim lodged by the Claimant is rejected.
5. The Claimant is directed to inform the Respondent, immediately and directly, preferably to the e-mail address as indicated on the cover letter of the present decision, of the relevant bank account to which the Respondent must pay the amounts mentioned under points 2 & 3 above.
6. The Respondent shall provide evidence of payment of the due amounts in accordance with points 2 & 3 above to FIFA to the e-mail address psdfifa@fifa.org, duly translated, if need be, into one of the official FIFA languages (English, French, German, Spanish).
7. In the event that the amounts due to the Claimant in accordance with the above-mentioned number 2 & 3 are not paid by the Respondent within the stated time limit, the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee for consideration and a formal decision.
8. The final costs of the proceedings in the amount of CHF 25,000 are to be paid by the Respondent, as follow:
 - 8.1. The amount of CHF 5,000 has to be paid to the Claimant.
 - 8.2. The amount of CHF 20,000 has to be paid to FIFA to the following bank account with reference to case no. 19-02027/svi:

UBS Zurich
Account number 366.677.01U (FIFA Players' Status)
Clearing number 230
IBAN: CH27 0023 0230 3666 7701U
SWIFT: UBSWCHZH80A

Note related to the publication:

The FIFA administration may publish decisions issued by the Players' Status Committee or the Dispute Resolution Chamber. Where such decisions contain confidential information, 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 20 of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber).

Note relating to the motivated decision (legal remedy):

According to art. 58 par. 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (CAS). The statement of appeal must be sent to the CAS directly within 21 days of receipt of notification of this decision and shall contain all the elements in accordance with point 2 of the directives issued by the CAS. Within another 10 days following the expiry of the time limit for filing the statement of appeal, the appellant shall file a brief stating the facts and legal arguments giving rise to the appeal with the CAS.

The full address and contact numbers of the CAS are the following:

Court of Arbitration for Sport (CAS)
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For the Single Judge of the Players' Status Committee:



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