FIFA FOOTBALL TRIBUNAL

Decision of the Single Judge of the Players' Status Chamber

passed on 12 October 2021
regarding an employment-related dispute concerning the coach A

BY:

Loïs Alves (France), Single Judge of the PSC

CLAIMANT:

Coach A, Country A
Represented by xxx

RESPONDENT:

Country B Football Federation
Represented by xxx

I. Facts of the case

1. On 15 August 2019, the Claimant and the Respondent entered into an agreement (hereinafter: *the contract*), valid for the period between 15 August 2019 and 30 November 2022, based on which he would be employed as "*head coach*" for the Respondent.

2. Pursuant to art. 7 of the contract, the Claimant was entitled to a sign-on bonus in the amount of USD 15,000 net, to be paid between August and September 2019.

3. Additionally, art. 7 of the contract referred to a monthly salary of USD 12,000 net, payable between the 25th day of the respective month and the 5th day of the following month. What is more, the parties also agreed that '*the second party shall continue to be paid his full monthly salary should he be absent from his position due to illness and/or medical treatment*'.

4. Furthermore, in accordance with art. 4 of the contract, the Claimant was entitled to the following:

   "an apartment type T2 furnished and ready to live in; a company car without chauffeur; a monthly fuel payment corresponding to 100 litres; and two round flight tickets, once a year, economy class, from Country B to Country A"

5. Art. 2 of the contract contains the following clauses:

   '*2. Despite the aforementioned terms, the first party reserves the right to unilaterally terminate the contract on the following dates: • If it is mathematically impossible to qualify for the 2022 World Cup and premature elimination from Confederation tournament 2021'.*

   '3. If, for any other reason one of the parties decides to unilaterally rescind the Contract, this party should compensate the other party to the equivalent amount of three (3) monthly salaries within a period not longer than thirty (30) days after the unilateral recission of the contract.'

6. What is more, art. 9 of the contract holds inter alia the following clauses:

   '1. The First Party can unilaterally and with just cause rescind this contract at any moment and with immediate effect when any of the following situations occur:
   a) Proven ineptitude for the rendering of services of the Second Party;
   b) Any violation of the norms of the employment discipline in Clause 5 of this Contract.
   c) Supervenience of ten unjustified absences at work during a year of the Contract;
   d) The Second Party undertakes to respect the Country B Football Federation regulations, having as its fundamental principle the Employment Law;
   e) Detention, imprisonment or judiciary conviction for any crime or inability of the Second Party by fact or such a period which, due to the nature of his professional activity, prejudices his normal service.

f) Judicial conviction for offence against the good name of the First Party, and his staff as well as any entity directly or indirectly involved in the carrying out of the Second Party's duties.

'2. Regardless of motive, either party may, within the realms of good faith, rescind this contract by means of ninety (90) days' notice, submitted in writing before the effective date of recission.'

'3. Should the First Party unjustly cancel the contract before it comes to term, suspend, dismiss or hand over responsibilities to a third party, the contracting party will immediately proceed with all the payments referred to in clauses 7 and 8 of this contract, covering the whole remaining term of the contract'.

7. Art. 10 of the contract holds the following clause: '*The present contract is subjected to the legal system of Country B and all issues, disputes and interpretations shall be analyzed and decided upon according to the Country B legislation'.*

8. Moreover, art. 12 of the contract contains the following clause: '*1. Should there be any litigation during the term of this contract, disputes between the parties will firstly be resolved by friendly means, taking into account the principles of equality and good faith. Should an agreement not be reached, the case will be submitted to the relevant judicial bodies, being henceforth under the jurisdiction of City B of country B, which is the exclusive judicial regime to settle any litigation or dispute*.
2. In good faith, should both parties be unable to come to an agreement, it is agreed to submit the dispute to FIFA's Players Status Committee localised in Zurich as proposed in the Ruling and transfer of FIFA players. After the decision of this FIFA Commission, the parties can moreover appeal to the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland.'

9. Art. xxx of the Labour Law of Country B inter alia stipulates as follows:

'1. Just cause for the rescission of an employment contract shall generally be considered to be serious material facts or circumstances that render the existence of the established contractual relationship or materially impossible.
2. Either the employer or the employee may invoke just cause to rescind an employment contract, recognizing the counterparty's right to contest the just cause within three months following the date on which notice of the rescission was given, subject to the provisions of article xx (x) of this law.'

10. On 31 March 2021, the Respondent unilaterally terminated the contract of the Claimant, based on art. 2 of the contract, explaining the following:

'As these objectives, which were the purpose of the contract were not attained, in line with number 2 of Clause 2 of the signed contract for rendering of services, it is stated that the First party, the employer, the Country B Football Federation, in the case of verifying the mathematical possibility of not qualifying for Confederation tournament 2021 has the right

to unilaterally terminate the contract when the National Team "A" is eliminated from Confederation tournament 2021.
With effect, and on the elimination of the National Team of Country B from Confederation tournament 2021, and in line with above mentioned contract, in conjunction with clause xxx of the Employment Law, the Board of the Country B Football Federation, through these means, communicates the unilateral recission of the contract of rendering of services signed with you, it taking immediate effect.'

11. On 6 April 2021, the Claimant requested the payment of an amount of USD 301,444.10 as the amount he was entitled to as a result of the unilateral termination of the contract. The Claimant explains that the Respondent only confirmed that he would be paid three monthly salaries as per art. 2 of the contract.

12. On 12 April 2021, the Respondent paid an amount of USD 36,000 to the Claimant, the receipt of which is confirmed by the Claimant.

13. On 22 April 2021, the Claimant received two letters from the Respondent, in which the Respondent first confirms that based on art. 2 of the contract and art. xxx of Labour Law in Country B, three monthly salaries would be paid to the Claimant and further alleging the contract was on fact a '*rendering of services agreement*'. Also, the Respondent argued that the termination was made in line with art. 9 par. 1 point a) of the contract.

14. Finally, the Claimant informed FIFA that after the unilateral termination of the contract, he remained unemployed.

II. Proceedings before FIFA

15. On 25 June 2021, 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

16. On 25 June 2021, the Claimant lodged a claim against the Respondent in front of FIFA, requesting that the Respondent pay to the Claimant the following amounts:

(a) USD 301.52 for equipment and material for the house
(b) USD 380.69 for visa related cost;
(c) USD 35.90 for criminal record expenses;
(d) USD 377.37 for several COVID-19 tests;
(e) USD 363.26 as travel cost to City C of Country B;
(f) USD 84.10 for taxi services;
(g) USD 209.66 for car rental in October 2020;
(h) USD 369.12 for a recording camera;
(i) USD 495.17 as expenses for COVID exams;
(j) USD 69.30 for medicines;

(k) USD 12,224.39 for annual holidays; and
(l) USD 235,653.20 as compensation for breach of contract.

17. What is more, the Claimant requested to be awarded 5% interest *p.a.* from "*over the relevant instalments and over the relevant compensation calculated from the service date until and effective payment.*"

18. In his claim, the Claimant explains that despite the fact that the contract is called '*rendering of service contract*', it is in fact to be considered an employment contract.

19. The Claimant confirms that he received an amount of USD 36,000 from the Respondent.

20. First of all, the Claimant explains that art. 2 par. 2 of the contract cannot be upheld as a valid termination clause, since it is not reciprocal, as it only gives the Respondent the right to terminate a contract and violates the principle of parity.

21. Additionally, the termination of the contract based on art. 2 par. 2 of the contract appears to not have been made in line with art. xxx of the Labour Law of Country B, '*as only a breach or misconduct, which is of a certain severity justifies the termination of a contract*'.

22. Furthermore, the Claimant highlights that there is a difference between '*the mathematical possibility of not qualification for the 2022 World Cup' and the 'premature elimination of Confederation tournament 2021*', and that both events should take place before an eventual termination based on art. 2 par. 2 of the contract could be considered. As Country B can still qualify for the 2022 World Cup, the mentioned cumulative events have not yet occurred.

23. In conclusion, according to the Claimant, the termination of the contract was not made correctly, as the reasons are based on art. 2 par. 2 of the contract (a non-valid non-reciprocal clause), but the consequences are based on art. 2 par. 3 of the contract (which refers to reasons other than art. 2 par. 2 of the contract).

b. Position of the Respondent

24. In reply to the claim of the Claimant, the Respondent argued that as per the national laws from Country B, the agreement signed between the parties was not an employment contract, but an agreement on the rendering of services.

25. The Respondent explains that based on art. 2.3 of the contract, which is a bilateral clause valid for both parties, it had validly terminated the contract on 31 March 2021. What is more, the Respondent explains that it correctly paid said amount of three monthly salaries, i.e. USD 36,000, to the Claimant.

26. Additionally, the Respondent is of the opinion that solely Country B national law is applicable to the matter at hand, in view of the contents of art. 10 of the contract.

27. In regard to the expenses which the Claimant claimed, the Respondent indicated the following:

    (i) Expenses regarding taxi services and rented car – "*transportation expenses in general as well as a rented car which were never informed to the federation, which are not discriminated in the present moment, and which are not provided in the contract are certainly not the Respondent´s responsibility.*"

    (ii) Expenses in equipment and materials for the Claimants house – "*the contract states that the Respondent would be responsible for providing the Claimant with a "type 2 apartment equipped with furniture and ready to reside in" and has fully complied with such obligation*"

    (iii) Visa and Criminal Record – these expenses are not the responsibility of the Respondent

    (iv) Covid tests and medication - expenses were duly reimbursed by the Respondent

    (v) Travel Costs – *"the Claimant's travel expenses were borne by the Respondent, as provided in art. 3.3. of the contract. The mere submission of the receipts, without any further explanation can not be acceptable by FIFA, especially considering that such expenses were never justified or brought to Respondent´s attention."*

    (vi) Camera – the contract does not establish that the Respondent should be responsible for buying any specific material for the coach to use in his duties; furthermore such expense was never authorized by the Country B Football Federation, because it was never informed to the Country B Football Federation.

    (vii) Unpaid annual holidays and compensation for termination - the Respondent denies that the Claimant is entitled to said payment, as there is no contractual basis for it.

28. What is more, the Respondent states that it correctly provided the Claimant with a vehicle for personal and work-related use, flight tickets, it paid for expenses and procedure related to a car accident involving the vehicle provided to the Claimant, it paid bonuses. In conclusion, the Respondent confirms that it duly paid the bonifications related to the matches against Country D and Country E to the Claimant.

29. In view of the aforementioned, the Respondent respectfully request the following relief:

    (i) "*to rule the claim as inadmissible, considering the FIFA PSC is not competent to adjudicate on the present matter;*
    (ii) *in case FIFA PSC considers itself competent, to recognize as applicable law the FIFA Regulations;*
    (iii) *in the merits, not to accept the claim filed by Mr. Coach A based on all grounds and arguments described above;*

(iv) *in the exceptional case a hearing is determined by the FIFA PSC, the cross -examination of the witnesses indicated hereafter;*
(v) *to order the Claimant to cover all costs of the proceedings;*
(vi) *in any event, to hold the* Country B Football Federation *free of liability for its food faith and law-abiding attitude; and*
(vii) *Subsidiarily, in the unlikely event that FIFA PSC understands the contract was terminated without just cause by* Country B Football Federation*, to consider any contract that the Claimant has signed with a club or association until the date of the PSC decision for mitigation purposes."*

III. Considerations of the Single Judge of the Players' Status Chamber

a. Competence and applicable legal framework

30. First of all, the Single Judge of the Players' Status Chamber (hereinafter also referred to as *Single Judge*) analysed whether he was competent to deal with the case at hand. In this respect, he took note that the present matter was presented to FIFA on 25 June 2021 and submitted for decision on 12 October 2021. Taking into account the wording of art. 34 of the October 2021 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.

31. Subsequently, the Single Judge 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 Regulations on the Status and Transfer of Players (August 2021), the Single Judge is in principle competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a Country A coach and the Country B Football Federation, an association from Country B.

32. However, the Single Judge acknowledged that the Respondent contested the competence of FIFA's deciding bodies on the basis of art. 12 par. 1 of the contract alleging that the competent body to deal with any dispute deriving from the relevant employment contract is the Court of City B in Country B.

33. Taking into account all the above, the Single Judge emphasised that in accordance with art. 22 lit. c) of the Regulations on the Status and Transfer of Players it is competent to deal with a matter such as the one at hand, unless an independent arbitration tribunal, guaranteeing fair proceedings and respecting the principle of equal representation of coaches and clubs, has been established at national level within the framework of the association and/or a collective bargaining agreement. With regard to the standards to be imposed on an independent arbitration tribunal guaranteeing fair proceedings, the Single Judge referred to the FIFA Circular no. 1010 dated 20 December 2005. Equally, the Single Judge referred to the principles contained in the FIFA National Dispute Resolution Chamber (NDRC) Standard Regulations, which came into force on 1 January 2008.

34. In relation to the above, the Single Judge also deemed it vital to outline that one of the basic conditions that needs to be met in order to establish that another organ than the DRC is competent to settle an employment-related dispute between a club and a coach of an international dimension, is that the jurisdiction of the relevant national arbitration tribunal or national court derives from a clear reference in the employment contract.

35. Therefore, while analysing whether it was competent to hear the present matter, the Single Judge considered that he should, first and foremost, analyse whether the employment contract at the basis of the present dispute contained a clear jurisdiction clause.

36. In this respect, the Single Judge recalled that art. 12 par. 1 of the contract stipulates that:

    '*1. Should there be any litigation during the term of this contract, disputes between the parties will firstly be resolved by friendly means, taking into account the principles of equality and good faith. Should an agreement not be reached, the case will be submitted to the relevant judicial bodies, being henceforth under the jurisdiction of City B of Country B, which is the exclusive judicial regime to settle any litigation or dispute.*
    2. In good faith, should both parties be unable to come to an agreement, it is agreed to submit the dispute to FIFA's Players Status Committee localised in Zurich as proposed in the Ruling and transfer of FIFA players. After the decision of this FIFA Commission, the parties can moreover appeal to the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland.'

37. Having examined the relevant provision, the Single Judge observed that art. 12 contains two contradicting clauses, one in favour of an unspecified jurisdiction in the city of *B in Country B*, and one in favour of the FIFA's Players Status Committee. Said contradiction, together with the unclear wording of the clause as a whole, breaches the core principle of legal certainty to be enforced on such crucial matter that constitutes a jurisdiction clause. Hence, the Single Judge came to the conclusion that art. 12 as a whole does not constitute a clear and specific jurisdiction clause.

38. On account of all the above, the Single Judge established that the Respondent's objection towards the competence of FIFA to deal with the present matter has to be rejected, and that the (Single Judge of the) Players' Status Chamber is in principle competent, on the basis of art. 22 lit. c) of the Regulations on the Status and Transfer of Players, to consider the present matter as to the substance.

39. Furthermore, the Single Judge wished to address the point of discussion allegedly existing between the parties whether their contractual relationship was to be considered based on an employment contract or on a service agreement.

40. Having analysed the relevant documentation on file, the Single Judge came to the conclusion that the agreement at the basis of the dispute appears to contain the characteristics of an employment contract, rather than a services agreement. The document contains all *essentialia*

negotii to be considered an employment contract, and more important, clearly establishes a relationship of authority and subordination between the employer and the employee.

41. Therefore, the Single Judge concluded that the agreement at the basis of the dispute is to be considered an employment agreement, and that hence, his competence can be based on art. 23 par. 2 in combination with art. 22 lit. c) of the Regulations on the Status and Transfer of Players.

42. Having established the foregoing, the Single Judge analysed which regulations should be applicable as to the substance of the matter. In this respect, he confirmed that, in accordance with art. 26 par. 1 and 2 of the Regulations on the Status and Transfer of Player (August 2021 edition) and considering that the present claim was lodged on 25 June 2021, the February 2021 edition of said regulations (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance.

b. Burden of proof

43. The Single Judge 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 Single Judge stressed the wording of art. 13 par. 4 of the Procedural Rules, pursuant to which he 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

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

i. Main legal discussion and considerations

45. The foregoing having been established, the Single Judge moved to the substance of the matter, and took note of the fact that the parties strongly dispute the question whether the termination of their employment relationship by the Respondent on 31 March 2021 was made with or without just cause.

46. In this context, the Single Judge acknowledged that it its task was to determine whether or not the parties were bound by an employment agreement, and if so, whether said employment agreement was terminated with or without just cause by the Respondent.

47. First of all, and referring to the contents of art.10 of the contract, the Single Judge wished to address the point of the applicable law to the matter at hand. In this respect, the Single Judge considered that, when deciding a dispute before the DRC, in principle FIFA's regulations prevail over any national law chosen by the parties. In this regard, the Single Judge emphasized that the main objective of the FIFA regulations is to create a standard set of rules to which all the actors within the football community are subject to and can rely on. This objective would not be achievable if the deciding bodies of FIFA would have to apply the national law of a specific party on every dispute brought to it. This should apply, in particular, also to the termination of a contract.

48. In this respect, the Single Judge wished to point out that it is in the interest of football that the termination of contract is based on uniform criteria, rather than on provisions of national law that may vary considerable from country to country. Therefore, the Single Judge deemed that it was not appropriate to apply the principles of a particular national law to the termination of the contract but rather the Regulations, general principles of law and, where existing, the well-established jurisprudence of FIFA's deciding bodies.

49. In regards to the main discussion between the parties, the question whether the contract was terminated with or without just cause on 31 March 2021, the Single Judge noted that the termination letter dated 31 March 2021 appears to be not unanimously clear. After having analysed the contents of the termination letter and established that the reason provided for the unilateral termination of the contract given by the Respondent, appears to be the non-qualification of the Respondent for the *Confederation tournament 2021*, which allegedly based on art. 2 par. 2 of the contract.

50. The Single Judge deemed it relevant to point out that nowhere in the termination letter, reference is made to the contents of art. 2 par. 3. Based on these aspects, the Single Judge deemed that the unilateral termination of the contract was based solely based on art. 2 par. 2, which provides for two cumulative conditions that should be fulfilled in order to give the Respondent the option to unilaterally terminate the contract with the Claimant, i.e. the mathematical impossibility to qualify for the 2022 World Cup and the premature elimination from the Confederation tournament 2021.

51. First of all, the Single Judge wished to point out that in his opinion, the contract to which the Claimant and the Respondent were bound, represents a set of obligations to take all the steps in his power to fulfil the terms of the agreement, however, he could not be contractually required, under the risk of dismissal, to achieve qualification for (one of) the tournaments mentioned, insofar such circumstance is beyond the abilities of the Claimant solely.

52. Along those lines, the Single Judge wished to underline that any employer can certainly provide the necessary incentives to encourage an employee to provide the best of his abilities to reach a certain sporting goal. However, at the same time, in light of the principle of contractual stability, a contract cannot be unilaterally terminated solely due to the non-achievement of a specific, collective and (overambitious) sporting goal. Such occurrence

would amount to enabling a dismissal for poor performance based on the assessment of subjective criteria.

53. What is more, the Single Judge noted that it remained uncontested between the parties that the national team of Country B, at the moment of the decision, could still qualify for the World Cup 2022. Based on the foregoing circumstance, the Single Judge deemed that the cumulative conditions laid down in art. 2 par. 2 of the contract (i.e. the mathematical impossibility to qualify for the 2022 World Cup and the premature elimination from the Confederation tournament 2021) were not even met in the matter at hand. As a result, the Single Judge established that the unilateral termination of the contract, which was based on art. 2 par. 2 of the contract, was not validly made and could not be upheld.

54. Moreover, the Single Judge held that the aforesaid provisions are not reciprocal and/or balanced as it is more in favour of the Respondent and not the Claimant. Finally, and for the sake of completeness as the Club seemed to have used art. 2 par. 3 without clearly referring to it, it is hereby underlined that in order to be valid, a clause like the one at stake would not only need to be reciprocal but it must also be proportionate to the value and to the length of the contract. As a consequence, the proportionality criterion should be applied in both ways: when the amount determined by the parties is too high and/or too low or else it amounts to using said clause to circumvent the principle of contractual stability.

55. As a result, the Single deemed that the Respondent had terminated the contract – on 31 March 2021 - without just cause and it is to be held liable for the consequences of such termination. As a result, the Claimant is entitled to outstanding remuneration and compensation for breach of contract.

ii. Consequences

56. Having stated the above, the Single Judge turned his attention to the question of the consequences of such unjustified breach of contract committed by the Respondent.

57. The Single Judge observed that the Claimant had claimed amounts as "*equipment and material for the house, visa related cost, criminal record expenses, COVID-19 tests, travel cost to City C of Country B, taxi services, car rental in October 2020, a recording camera, expenses for COVID exam, medicines and unused annual holidays*". In this respect, the Single Judge however observed that that the contract remains silent on these aspects. Therefore, in view of the lack of a contractual basis for said part of the claim, the Single Judge decided that said part of the Claimant's claim cannot be upheld.

58. Having stated the above, the Single Judge turned to the calculation of the amount of compensation payable to the Claimant by the Respondent in the case at stake. In doing so, the Single Judge firstly recapitulated that, in accordance with art. 17 par. 1 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 law of the

country concerned, the specificity of sport and further objective criteria, including in particular, the remuneration and other benefits due to the Claimant under the existing contract and/or the new contract, the time remaining on the existing contract up to a maximum of five years, and depending on whether the contractual breach falls within the protected period.

59. In application of the relevant provision, the Single Judge 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. In this regard, the Single Judge established that no such compensation clause was included in the employment contract at the basis of the matter at stake.

60. As a consequence, the Single Judge determined that the amount of compensation payable by the Respondent to the Claimant had to be assessed in application of the other parameters set out in art. 17 par. 1 of the Regulations. The Single Judge recalled that said provision provides for a non-exhaustive enumeration of criteria to be taken into consideration when calculating the amount of compensation payable.

61. Bearing in mind the foregoing as well as the claim of the Claimant, the Single Judge proceeded with the calculation of the monies payable to the Claimant under the terms of the contract from the date of its unilateral termination until its end date. Consequently, the Single Judge concluded that the amount of USD 240,000 (i.e. the residual value of the contract, 20 months multiplied by USD 12,000) serves as the basis for the determination of the amount of compensation for breach of contract.

62. In continuation, the Single Judge verified as to whether the Claimant had signed an employment contract with another club during the relevant period of time, by means of which he would have been enabled to reduce his loss of income. According to the constant practice of the DRC as well as art. 17 par. 1 lit. ii) of the Regulations, such remuneration under a new employment contract shall be taken into account in the calculation of the amount of compensation for breach of contract in connection with the coach's general obligation to mitigate his damages.

63. However, it turned out that the Claimant was not able to mitigate his damages, as after the unilateral termination of the contract, he remained unemployed. Nevertheless, the Single Judge wished to take into account that from the information on file, it becomes clear that on 12 April 2021, the Respondent had duly paid the amount of USD 36,000 to the Claimant, a circumstance which is confirmed by the Claimant.

64. Consequently, on account of all of the above-mentioned considerations and the specificities of the case at hand, the Single Judge decided that the Respondent must pay the amount of USD 204,000 to the Claimant (i.e. USD 240,000 minus USD 36,000), which was to be

considered a reasonable and justified amount of compensation for breach of contract in the present matter.

65. Lastly, taking into consideration the Claimant's request as well as the constant practice of the Chamber in this regard, the Single Judge decided to award the player interest on said compensation at the rate of 5% *p.a.* as of 25 June 2021 until the date of effective payment.

iii. Compliance with monetary decisions

66. Finally, taking into account the applicable Regulations, the Single Judge referred to art. 8 par. 1 and 2 of Annexe 8 of the Regulations, which stipulate that, with his 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.

67. In this regard, the Single Judge highlighted that, against associations, the consequence of the failure to pay the relevant amounts in due time shall consist of a restriction on receiving a percentage of development funding, up until the due amounts are paid.

68. Therefore, bearing in mind the above, the Single Judge 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 restriction on receiving a percentage of development funding shall become immediately effective on the Respondent in accordance with art. 8 par. 2, 4, and 7 of Annexe 8 of the Regulations.

69. 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.

70. The Single Judge 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 8 of the Regulations.

d. Costs

71. The Single Judge 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 Single Judge decided that no procedural costs were to be imposed on the parties.

72. Likewise and for the sake of completeness, the Single Judge recalled the contents of art. 25 par. 8 of the Procedural Rules, and decided that no procedural compensation shall be awarded in these proceedings.

73. Lastly, the Single Judge concluded hiss deliberations by rejecting any other requests for relief made by any of the parties.

IV. Decision of the Single Judge of the Players' Status Chamber

3. The claim of the Claimant, Coach A, is partially accepted.

4. The Respondent, Football Federation Country B, has to pay to the Claimant, the following amount:

   - USD 204,000 as compensation for breach of contract without just cause, plus 5% interest *p.a.* as from 25 June 2021 until the date of effective payment.

5. Any further claims of the Claimant are rejected.

6. Full payment (including all applicable interest) shall be made to the bank account indicated in the enclosed Bank Account Registration Form.

7. Pursuant to art. 8 of Annexe 8 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 imposed a restriction on receiving a percentage of development funding, up until the due amounts are paid.

8. The consequences **shall only be enforced at the request of the Claimant** in accordance with art. 8 par. 7 and 8 of Annexe 8 and art. 24ter of the Regulations on the Status and Transfer of Players.

9. 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).

CONTACT INFORMATION

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