

Decision of the Dispute Resolution Chamber

passed on 7 July 2023

regarding an employment-related dispute concerning
the player Edmund Addo

COMPOSITION:

Frans DE WEGER (The Netherlands), Chairperson
André DOS SANTOS MEGALE (Brazil), member
Khadija TIMERA (Senegal), member

CLAIMANT / COUNTER - RESPONDENT 1:

Player Edmund Addo, Ghana
Represented by Marco del Fabro

RESPONDENT / COUNTER - CLAIMANT:

FC Sheriff Tiraspol, Moldova
Represented by SILA International Lawyers

COUNTER - RESPONDENT 2:

FK Spartak Subotica, Serbia
Represented by Zoran Damjanovic

I. Facts of the case

1. On 9 July 2021, the Ghanaian player Edmund Addo (hereinafter: *the Player*) and FC Sheriff Tiraspol (hereinafter: *Sheriff* or *the Club*) concluded an employment contract (hereinafter: *the Contract*).

2. Art. 2 of the Contract reads as follows:

«2. TERM OF THE CONTRACT

2.1. *The parties agree that this Contract shall be valid within the period from 09 July 2021 to 30 June 2024 (inclusive).*

3. Art. 9 of the Contract reads as follows

9. SALARY

9.1.1. *In the period from 09.07.2021 to 30.06.2022 - 8,000 EUR net per month.*

9.1.2. *In the period from 01.07.2022 to 30.06.2023 - 9,000 EUR net per month, provided that in the period from 09.07.2021 to 30.06.2022 the Sportsman participates in not less than 70% of the official matches (championship matches, Europa League and Champions League matches) in the Club's main team.*

In case the Sportsman participates in less than 70% of the official matches (championship matches, Europa League and Champions League matches) in the Club's main team, then the Sportsman's salary in the second year of the contract validity (period from 01.07.2022 to 30.06.2023) will be paid in the amount of 8,000 EUR net per month;

9.1.3. *In the period from 01.07.2023 to 30.06.2024 - 10,000 EUR net per month, provided that in the period from 01.07.2022 to 30.06.2023 the Sportsman participates in not less than 70% of the official matches (championship matches, Europa League and Champions League matches) in the Club's main team.*

In case the Sportsman participates in less than 70% of the official matches (championship matches, Europa league and Champions League matches) in the Club's main team, then the Sportsman's salary in the third year of the contract validity (period from 01.07.2023 to 30.06.2024) will be paid in the amount of 9,000 EUR net per month.

NB: Under the term 'participated' it is understood by the Parties that the Player was fielded and took active part in the game (match), including additional time, no less than 30 (thirty) minutes in every game (match).

9.3. *Salary is paid monthly up to 25th day of the month following the month for which salary is accrued.*

4. On 1 October 2022, the player and Sheriff concluded an additional agreement to the Contract (the "Additional Agreement").

5. The Additional Agreement includes *inter alia* the following provisions:

B) The Sportsman confirms that in the period from June 17. 2022 until September 30. 2022, he was absent from the location of FC Sheriff, Tiraspol. Moldova, without just cause. thus, he acknowledges that he violated the terms of the employment contract.

D) The Sportsman confirms that he takes into account the fact that the period from 01.10.2022 to 28.02.2023, he cannot be involved In competitive activities by the Club, and therefore he cannot make any claims against the Club.

2. The Parties, with the voluntary consent of the Sportsman, agreed on the condition that the salary of the Sportsman will be paid the amount of 5,000 EUR net in the period from 01.10.2022 to 15.01 2023 (inclusive).

4. By signing this agreement, the Sportsman guarantees the following:

- a) the Sportsman has no grounds to make any claims against the Club;*
- b) the Club has no unfulfilled obligations to the Sportsman.*

6. In June 2022, the Player left the Club to participate in the Ghana national team's matches.
7. On 17 June 2022, the Player was diagnosed with an injury in his right thigh.
8. On 23 June 2022, the Club sent a warning to the Player informing him that he had to had returned by 17 June 2023 and requested him to return by 27 June 2022.
9. On 29 June 2022, the Club sent another warning letter requesting the Player to return by 3 July 2022.
10. On 21 July 2022, the Club sent another warning letter requesting the Player to return "as soon as possible".
11. On 13 September 2022, the Player requested the Club to purchase him airplane tickets.
12. On 29 September 2022, the Player returned to Moldova.
13. On 1 October 2022, the parties signed the Additional Agreement. In his submissions, the Player alleged that the Additional Agreement was back-dated.
14. On 10 November 2022, the Player left Moldova.
15. On 21 November 2022, the Player sent a notice terminating the Contract with immediate effect adducing just cause.
16. On 20 December 2022, the Club sent the Player a correspondence informing that the termination was without just cause.
17. On 6 January 2023, the Serbian club FK Spartak (hereinafter: *Spartak*) contacted Sheriff requesting

information on the status of the Player.

18. On 9 January 2023, Sheriff informed Spartak that the Player had terminated the Contract unilaterally and without just cause.
19. On 12 January 2023, the Player lodged this claim in front of the FIFA Football Tribunal.
20. On or before 20 January 2023, Spartak and the Player concluded an employment contract (hereinafter: *the Spartak Contract*).
21. On 21 June 2023, the Player was transferred from Spartak to the Serbian club FC Crvena Zvezda (hereinafter: *Red Star*) and the Player concluded an employment contract with Red Star (hereinafter: *the Red Star Contract*).

II. Proceedings before FIFA

22. On 12 January 2023, the Player filed the claim at hand before FIFA. A brief summary of the position of the parties is detailed in continuation.

a. Position of the Player

23. The Player underlines he normally communicated with the club via two persons Mr Sergiu Busuioc and Mr Tim Cipling, mainly through phone calls.
24. The Player sustains that after suffering the injury in June 2022 he could not travel from Ghana to Moldova. According to the Player he spoke with the Club and proposed to treat it with traditional African medicine.
25. The Player states that after the default notices of 23 and 29 June 2022, he clarified the issue with the club and *"it was agreed that the Claimant could stay in Ghana and continue with rehabilitation as it took time for traditional African medicine to be effective."*
26. According to the Player, he *"was assured that the Respondent understood his situation and that it approved his absence and treatments in Ghana, and he continued to stay in Ghana."*
27. The Player sustains that after his return to Moldova on 29 September 2022, he was called into a meeting a forced to sign the Additional Agreement or to *"bear consequences"* against his physical integrity.
28. The Player sustains that he was not allowed to read the Additional Agreement and that he was under *"the impression that he had no other reasonable option but to sign the given document"*.
29. The Player states that only after the signature, he called *"his agent and advisor Mr Antwi Sintimpako to complain about abusive conduct of [Sheriff]"*.

30. The Player argues that the Additional Agreement is unlawful since it contains abusive clauses only in favour of Sheriff.
31. On the one hand, with the Additional Agreement the Player waived outstanding monthly salaries for July, August and September 2022 and non-paid part of June 2022 salary. On the other hand, art. 2 of the Additional Contract foresees a monthly salary reduction (from 8,000 EUR net) to the amount of 5,000 EUR net in the period from 01 October 2022 until 15 January 2023.
32. Additionally, the Player refers to Recital d) of the Additional Agreement which according to the Player *"was put by the Respondent in order to justify its non-registration of the Claimant before the Football Federation of Moldova and UEFA"*.
33. The Player deems that precisely the non-registration of the Player entitled him to terminate the Contract with just cause with immediate effect.
34. Based on the aforementioned circumstances, the Player concluded that the *"[Sheriff] conduct seriously damaged trust between them and that there is no more conditions for continuation of the employment relationship. In other words: The relationship of trust between the Parties is definitive (sic) destroyed"* and on 21 November 2022, he sent the Termination Notice.
35. According to the Player, the abusive conduct of [Sheriff] was manifested in forcing him to sign the Additional Agreement which has to be qualified as *"excessive, unjust, in bad faith and aimed at obtaining unfair advantages"*. The Player states that he has not concluded the Additional Agreement freely and voluntarily.
36. The Player further states that he was not allowed to read the Additional Agreement. Although, the Player acknowledges that *"only can - with the exception of his personal written statement - indirectly prove duress"*.
37. The Player further submits that *"independently and additionally but based on the recital d) of the Additional Agreement the Claimant terminated the Contract on account of his non-registration (de-registration) with the competent authorities."*
38. In the view of the Player, by failing to register him the Club committed a serious breach of its contractual obligations.
39. In summary, the Player deems that there are sufficient elements to establish that he had unilaterally terminated the Contract with just cause.
40. The Player refers to the letter from Sheriff of 20 December 2022, in which the Club admitted that it did not register him.
41. Referring to his absence, the Player sustains that it was authorised since the wording of the default notices was different and that Sheriff had not initiated any disciplinary proceedings against him. In the view of the Player, if the Club did not tolerate further absence, it had to react immediately or without delay and to terminate the contract with immediate effect or at least to sanction him.

42. The Player claims the following amounts:

- Salaries for July, August and September 2022 amounts to EUR 24,000 net (3 x EUR 8,000net).
- Part of June 2022 salary amounts to EUR 3,200 net (EUR 8,000 – EUR 4,800).
- Salary for October 2022, the difference of EUR 3,000 net between the contracted salary in the Contract and contracted salary in the Additional Agreement (EUR 8,000 – EUR 5,000).
- 21 days of November 2022, i.e. EUR 5,600net.

43. The Player calculates the residual value in EUR 166,400 net as contracted remuneration for the period as from 22 November 2022 until 30 June 2024, which consists of:

- 9 days of November 2022 (22 – 30 November 2022) amounts to EUR 2,400 net,
- 7 monthly salaries for December 2022 - June 2023 (7 x EUR 8,000 net) amounts to EUR 56,000 net,
- 12 monthly salaries for July 2023 - June 2024 (12 x EUR 9,000 net) amounts to EUR 108,000 net

44. The Player deems appropriate to request on the ground of specificity of sport an additional indemnity amount equal to six months' salary equal to EUR 48,000 net.

45. The Player filed the following requests for relief:

« 1. To decide that the Claimant terminated Contract with the Respondent with just cause.

2. The Respondent, PC Sheriff, shall be ordered to pay the Claimant, the Player Edmund Addo, the total amount of 250.200,00 EUR net plus corresponding interest out of which:

a) 35.800,00 EUR net plus 5% interest p.a. as from 22 November 2022 until the date of effective payment as outstanding remuneration;

b) 166.400,00 EUR net plus 5% interest p.a. as from 22 November 2022 until the date of effective payment as compensation for breach of contract;

c) 48.000,00 EUR net plus 5% interest p.a. as from 22 November 2022 until the date of effective payment as additional compensation on the account of specificity of sport.

3. The Respondent, PC Sheriff, shall be banned from registering any new players, either nationally or internationally, for two entire and consecutive registration periods.

4. The Respondent shall be ordered to bear final costs of this procedure if there are any.»

b. Position & counterclaim of Sheriff

46. In its reply, Sheriff sustains that since the Player terminated the Contract, the burden of proof in establishing that such premature termination was justified, lies with the Player.

47. Sheriff argues that the Player's non-registration for the part of the season was due to the Player's failure to return to the Club's premises timely.

48. Sheriff refers to art. 6 of the FMF Regulations on the Status and Transfer of Players, according to which *“medical and sports control is mandatory for the registration of players”*. the Player without a valid medical certificate cannot be registered for the competitions.
49. In this regard, Sheriff states that the Player had not passed the medical examination before 26 July 2022 and had not appeared in the Club before 5 September 2022, it left the Club with no opportunity to register him as the registration period was closed on 5 September 2022.
50. Sheriff sustains that considering the behaviour of the Player and the several notices exchanged, *“it was acting in good faith and did everything possible from its side. However, it was deprived of an opportunity to register the Player by the Player himself”*.
51. Sheriff underlines that the Player was training with the professional team of the Club, he was receiving his agreed salary and did not provide any notice to the Club concerning the non-registration.
52. As for the absence, Sheriff underlines that the Player claims that the *“representatives”* of the Club allowed him to stay in Ghana and treat his injury with traditional African medicine. However, there is no evidence on file to corroborate said alleged approval. Consequently, Sheriff sustains that this argument could not constitute just cause to terminate the Contract.
53. In relation to the Additional Agreement, Sheriff states that it *“is a document which is signed and exists. The fact that the Player’s representative sent it to the legal advisor on 31 October 2022 does not prove in any way that the document was signed on that date.”*
54. Moreover, Sheriff sustains that it had no debt towards the Player and that *“the only debt that the Club might have had in front of the Player is a salary payment for 10 days in November, during which he was still in Moldova, but not performing his obligations under the Contract.”*
55. Sheriff underlines that in the termination notice the Player refers only to:
- (i) his non-registration and
 - (ii) duress with respect to the Additional Agreement.
56. However, Sheriff deems that there is:
- (i) *“no evidence whatsoever that the Player was in duress while signing the Additional Agreement and*
 - (ii) *the Player should blame himself and himself only for non-registration.”*
57. According to Sheriff, the Player has failed to put the Club in default in writing and has not granted any deadline to comply with its financial obligations (if any) and furthermore *“throughout the whole period in question the Player was acting in bad faith and was engineering a “breach” on the Club’s side in order to leave without transfer payment.”*
58. Based on the above, Sheriff concludes that no just cause for the Player existed on 21 November 2022. Consequently, Sheriff sustains that it is entitled to compensation.

59. Sheriff refers the following elements for calculation of the compensation:

- Remuneration element (i.e., residual value of the Contract);
- Loss of transfer fee;
- Unamortized expenses of the Club;
- Specificity of sport.

a) Residual value

60. The residual value amounts to EUR 161,000.

b) Loss of transfer fee

61. Sheriff deems that the transfer value of the Player as on 21 November 2022 was EUR 2,000,000.

c) Unamortized expenses

62. Sheriff states that it paid the amount of EUR 50,000 to transfer the player from its previous club. Therefore, according to the amortization of the Player's transfer value, the Club is entitled to receive EUR 27,494 net.

d) Termination within the protected period and behaviour of the Player

63. Sheriff states that the Contract was terminated within the protected period. Therefore, the Club is of the opinion that it is entitled to additional compensation in the amount of the Player's 6 monthly salaries, i.e., EUR 48,000 net.

64. Sheriff concludes that the amount of compensation to be paid by the Player to the Club for unilateral termination of the Contract without just cause equals to: EUR 2,000,000 + EUR 27,494 + EUR 48,000 – EUR 161,000 = **EUR 1,914,494**.

65. Sheriff filed the following request for relief:

1. The claim of the Claimant / Counter-Respondent I, Mr. Edmund Addo, is rejected.

2. The counterclaim of the Respondent / Counter-Claimant, Football Club Sheriff, is accepted.

3. The Claimant / Counter-Respondent I, Mr. Edmund Addo is ordered to pay Football Club Sheriff compensation for breach of contract in the amount of EUR 1,914,494 (One million nine hundred thousand four hundred and ninety-four) net plus 5% p.a. as from 22 November 2022 until the date of effective payment.

4. The Claimant / Counter-Respondent I, Mr. Edmund Addo is restricted on playing in official matches for 6 (six) months in accordance with Article 17 para. 3 FIFA RSTP.

5. The Counter-Respondent II, Football Club Spartak Subotica, is jointly and severally liable for the payment of compensation in accordance with Article 17 para. 2 FIFA RSTP.

6. *The Counter-Respondent II, Football Club Spartak Subotica, is banned from registering any new players, either nationally or internationally, for two entire and consecutive registration periods in accordance with Article 17 para. 4 FIFA RSTP.*

c. Answer of the Player to the counterclaim

66. The Player recalls that he terminated the Contract without notice and with immediate effect for two reasons:

- his non/de-registration for the season 2022/2023 by the Club;
- the abusive conduct of the Club.

67. The Player also refers to art. 6 of the Regulations of Moldovan Football Federation on Status and Transfer of Players and states that the *"expiration of medical certificate would trigger only suspension of the [Player]'s right to play (i.e. his capacity to be fielded) in [Sheriff] match(es) until he repasses medical and sports control and obtains a new medical certificate, provided the Club has timely registered"*. Moreover, the Player states that he underwent medical examination on 30 September 2022.

68. The Player deems that only in October 2022, Sheriff *"became aware of its previous failure to properly register him with the Moldovan Football Association and consequences deriving from it. That explains subsequent course of events"*.

69. As for the absence of notice, the Player underlines that *"a warning in case of a non-registration is not necessary. In the case at hand such warning would have been of no use. The registration period was closed, and there was no possibility to register the Player prior to the next official registration period"*.

70. The Player reiterates that he *"was victim of contractual breaches of the Club which had damaging consequences to the Player entailing him to terminate the Contract with the Club with just cause without notice and with immediate effect."*

71. In the event the Player did not have just cause, the Player states that Sheriff cannot be awarded any compensation. Alternatively, the DRC should significantly, at least by 50% reduce the liability of the Player.

72. Based on the Player's calculation, the total compensation payable to Sheriff would amount to EUR 210,786.82 consisting of:

- non-amortized transfer compensation EUR 26,951.33;
- compensation based on remuneration EUR 183,835.49 net.

73. According to the Player, there is no certainty Sheriff would benefit from the transfer of the Player and Sheriff *"did not even substantiate to what terms and conditions it would have sold the Player with his explicit consent"*.

74. The Player concludes that Sheriff *"has to pay the player a total of EUR 146.200 as compensation for the breach of contract. This amount consists of EUR 35.800,00 net for outstanding salaries, EUR 2,400*

(prorata net monthly salary of November), EUR 12,000 (monthly salaries January and half February 2023), EUR 48,000 due to egregious circumstances and EUR 48,000 due to the specificity of sport respectively Art. 49 para 1 SCO”.

75. The Player amended its requests for relief as follows:

The Player terminated the Contract with FC Sheriff with just cause without notice with immediate effect. Therefore, the Club has to pay compensation for breach of contract (An. 17 para. J RSTP) and sanction has to be imposed on it (Art. 17 para. 4 RSTP). Accordingly, the Claim of the Player dated 12 January 2023 shall be accepted and the counterclaim of 13 February 2023 shall be dismissed.

in the unlikely event the Dispute Resolution Chamber comes to the conclusion that the Employment Contract was terminated by the Player without just cause, no compensation is payable to Counter Claimant pursuant to Art. 337 para. 2 SCO based on the Club's conduct, the circumstances and the Club's contributory negligence. In any case, the compensation would have to be reduced by at least 50 %, and no sanctions should be imposed on the Player and the Counter-Respondent 2 (and no joint liability of the new Club is applicable).

d. Answer of Spartak to the counterclaim

76. In the view of Spartak, *“the Claimant’s allegations are not unlikely.”*

77. Spartak deems that the content of the Additional Agreement is abusive and only detrimental to the Player from different aspects (economical, sporting, etc.).

78. Spartak sustains that the grounds invoked by the Player do constitute a just cause for termination of contract.

79. Notwithstanding the above, Spartak states that its *“first (indirect) contact between [the Player] and [Spartak] at the end of December 2022”*.

80. In the view of Spartak, it *“is evident that the [Player] never intended to join [Spartak] before termination and was therefore solely responsible for the termination of contract with the [Sheriff]”*.

81. Spartak sustains that it has *“successfully rebutted presumption of its inducement”* to terminate the contract and the DRC should decide that no sporting sanctions are to be imposed.

82. Spartak filed the following requests for relief:

- 1. To accept the claim of the Claimant;*
- 2. To dismiss the counterclaim of the Respondent;*

In case the counterclaim of the Respondent is upheld, the Counter – Respondent 2 asks Dispute Resolution Chamber:

- 1. To adopt one of three alternative conclusions:*

- a) *To order that no compensation is to be paid to the Respondent.*
- b) *To significantly reduce (for 50%) calculated amount of compensation due to the Respondent and to order that the amount of 105.393,41 EUR is to be paid to the Respondent as compensation (for breach of contract).*
- c) *To order that the compensation for breach of contract in the amount of 210.786,82 EUR is to be paid to the Respondent.*

2. To order that the Counter - Respondent 2 is not jointly and severally liable for payment of compensation due to the Respondent.

3. To order that no sporting sanctions are to be imposed on the Claimant.

4. To order that no sporting sanctions are to be imposed on the Counter –Respondent 2.

5. To order the Respondent to pay the Claimant amount of 35.800,00 EUR net as outstanding remuneration.

e. Final comments of Sheriff

83. Sheriff states that the Player has failed to substantiate with any tangible evidence the backdating of the Additional Agreement or the alleged pressure on him to sign it.
84. Furthermore, Sheriff states that it registered the Additional Agreement with the Moldovan FA on 21 October 2022, thus, it could not be concluded on 31 October 2022 as alleged by the Player.
85. Additionally, Sheriff sustains that the provisions and terms are fair considering the behaviour of the Player.
86. Sheriff further refers to the Player's passport and refers to the Serbian visa granted on 1 September 2022. According to Sheriff, there is no explanation for the Player to apply for a Serbian visa other than his intention to terminate the Contract.
87. As for the matter of the registration, Sheriff argues that it never (de-) or (not-) registered the Player and his registration remained unchanged and his inability to be fielded arises out of his own actions.
88. In the view of Sheriff, the Additional Agreement concluded on 1 October 2022, and the Player did not raise any complaint until the termination of the contract on 21 November 2022 (i.e. 52 days). Sheriff reiterates that the Player did not have just cause to terminate the Contract.
89. Sheriff reiterates its previous requests for relief.

III. Considerations of the Dispute Resolution Chamber

a. Competence and applicable legal framework

90. First of all, the Dispute Resolution Chamber (hereinafter also referred to as *Chamber* or *DRC*) 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 12 January 2023 and submitted for decision on 7 July 2023. 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.
91. 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. 1 in combination with art. 22 lit. b) of the Regulations on the Status and Transfer of Players (May 2023 edition), the Dispute Resolution Chamber is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a player from Ghana and a club from Moldova and a club from Serbia.
92. 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 Regulations on the Status and Transfer of Players (May 2023 edition), and considering that the present claim was lodged on 12 January 2023, the October 2022 edition of said regulations (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance.

b. Burden of proof

93. 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

94. 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

95. The foregoing having been established, the Chamber moved to the substance of the matter, and took note of the fact that the parties strongly dispute the justice of the contractual termination by the Player.
96. In this context, the Chamber acknowledged that its task was to determine whether the Player had just cause to terminate the contract on 21 November 2022.
97. The Chamber observed that in the termination notice, the Player adduces two justifications for the immediate termination.
- i. his non/de-registration for the season 2022/2023;
 - ii. the abusive conduct of the club.
98. The DRC deemed that it shall assess if any of the two arguments merits the termination of the Contract with immediate effect and without prior warning.

i. Non/de-registration for the season 2022/2023

99. The Chamber noted that it is undisputed that the Player was absent for several months and that the Player only moved back to Moldova on 29 September 2022 after several notices were exchanged between the parties. However, the parties differ on the consent of Sheriff to the said absence.
100. Furthermore, the DRC observed that the parties provide different interpretations as to what are the requirements to participate in competition under the auspices of the Moldovan FA and if the Player had to undergo a medical examination.
101. In the view of the Chamber, a pivotal point to adjudicate on the above is the signature of the Additional Agreement dated 1 October 2022. In this regard, the Player argues that it was concluded at the end of October and backdated. However, it has not provided any supporting evidence other than his own witness testimony.
102. Based on the evidence available on file, the Chamber was comforted on the fact that the Additional Agreement was concluded on 1 October 2022, just a few of days after the Player's return and that at this point in time the parties acknowledged that the Player was not in a position to participate in matches. Furthermore, the Chamber found that the Additional Agreement is to be deemed valid and shall produce effects for the parties.
103. The Chamber underscored that whilst in principle it is the duty of Sheriff to register the Player, the Player, with his own actions, had contributed to a great extent to the situation since he failed to return to Moldova for a period of several months.
104. Thus, the DRC decided that the Player did not have just cause to terminate the Contract with immediate effect on 21 November 2022 based on this argumentation.

ii. Alleged abusive conduct of the club

105. As for the second motive raised by the Player, he again refers to the Additional Agreement, sustains that he was not allowed to read the Additional Agreement and that it was signed under duress.
106. In this regard, the DRC referred to art. 13. par. 5 of the Procedural Rules, according to which "*A party that asserts a fact has the burden of proving it*" and the Chamber underlined that no direct or ancillary evidence was provided regarding the existence of duress other than the Player's witness statement. Thus, the Chamber considered that the Player had not discharged his burden of proof in this regard.
107. As for the contents of the clauses of the Additional Agreement, the Chamber found that, if the Player was not in agreement all or part of the Additional Agreement, he ought to have requested the Club to remedy the situation and amend/set aside the Additional Agreement if necessary.
108. In this scenario, the Chamber recalled its long-standing jurisprudence, according to which only a breach or misconduct which is of a certain severity justifies the termination of a contract without prior warning. In other words, only when there are objective criteria which do not reasonably permit to expect the 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 the fulfilment of his contractual duties, such measures must be taken before terminating an employment contract. A premature termination of an employment contract can only be an *ultima ratio*.
109. Thus, the Chamber concluded that by directly terminating the employment relationship without firstly requesting to remedy the alleged situation, the Player terminated the Contract without just cause and the parties shall bear the consequences that follow.

ii. Consequences

a) Outstanding amounts due to the Player

110. The Chamber observed that the Additional Agreement does not refer to the salaries for the months of June to September 2022 claimed by the Player as outstanding in the amounts of EUR 35,800.
111. As a consequence, and in accordance with the general legal principle of *pacta sunt servanda*, the Chamber decided that Sheriff is liable to pay to the Player the amounts claimed as outstanding under the Contract, in total EUR 35,800, as detailed in para. 42 above.
112. In addition, taking into consideration the Player's request as well as the constant practice of the Chamber in this regard, the latter decided to award the Player interest at the rate of 5% p.a. on the outstanding amounts as from 22 November 2022, as per the specific request of the Player, until the date of effective payment.

b) Compensation due to Sheriff

113. Having stated the above, the Chamber turned to the calculation of the amount of compensation payable to Sheriff by the Player in the case at stake. In doing so, the Chamber 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 Player under the existing contract and/or the new contract, the time remaining on the existing contract up to a maximum of five years, the fees and expenses paid or incurred by the former club (amortised over the term of the contract) and depending on whether the contractual breach falls within the protected period.
114. 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.
115. In this regard, the Chamber established that no such compensation clause was included in the Contract.
116. As a consequence, the Chamber determined that the amount of compensation payable by the Player to Sheriff had to be assessed in application of the other parameters set out in art. 17 par. 1 of the Regulations. The Chamber recalled that said provision provides for a non-exhaustive enumeration of criteria to be taken into consideration when calculating the amount of compensation payable.
117. Bearing in mind the foregoing as well as the claim of Sheriff, the Chamber proceeded with the calculation of the monies payable to the Player under the terms of the contract until its term. Consequently, the Chamber concluded that the amount of EUR 166,400 (i.e. the residual value of the contract) serves as the basis for the determination of the amount of compensation for breach of contract.
118. In continuation, the Chamber verified whether the Player had signed an employment contract with another club during the relevant period of time. According to the constant practice of the Chamber as well as art. 17 par. 1 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 due by a player to his former club. In particular, the Chamber explained that its standard practice is to calculate the average between the Player's remuneration with his former club and his remuneration with the new club, for the exact same period of time comprised between the early termination of the employment contract with the old club and the original expiry date of such contract. In case substantial evidence thereof is provided, the Chamber might additionally grant the damaged club the non-amortised transfer fee paid for the player in breach and/or the actual costs incurred by the damaged club in order to replace the leaving player.
119. In this respect, the Chamber noted that the Player found new employment with two different clubs for the overlapping period, Spartak and Red Star.

120. For the time the Spartak Contract remained in place, the Player was entitled to the total amount of EUR 55,000.
121. According to the Red Star Contract up to the date of termination of the Contract (i.e. 30 June 2024), in particular art. 6 and art. 3 of the annex to the Red Star Contract, the Player is entitled to the remuneration of EUR 2,174,085.
122. Thus, the Chamber concluded that between the date of early termination of the Player's contract with his former club and its original expiry date, the average between his remuneration with the former club and his subsequent remunerations amount to EUR 1,197,742.50 [(EUR 166,400 + EUR 55,000 + EUR 2,174,085) / 2].
123. Furthermore, the Chamber noted that, according to the copy of the transfer agreement concluded for the Player provided by Sheriff, the latter paid a transfer fee of EUR 50,000 and subsequently concluded with him an employment contract valid as from 9 July 2021 to 30 June 2024. As the Contract was prematurely terminated without just cause by the player on 21 November 2022, the Chamber concluded that the amount of EUR 26,951.33 [(EUR 50,000 / 1,089 days) * 587 days] corresponds to the non-amortised part of the transfer fee. Thus, such amount shall be added to the average remuneration of the player in order to establish the total amount of compensation due by the player to the club.
124. Consequently, on account of all of the above-mentioned considerations and the specificities of the case at hand, the Chamber decided that the Player must pay the amount of EUR 1,224,693.83 to Sheriff (i.e. EUR 1,197,742.50 + EUR 26,951.33), which was to be considered a reasonable and justified amount of compensation for breach of contract in the present matter.
125. Furthermore, the Chamber decided that, in accordance with art. 17 par. 2 of the Regulations, Spartak shall be jointly and severally liable for the payment of the aforementioned amount of compensation.
126. Lastly, taking into consideration the Sheriff's request as well as the constant practice of the Chamber in this regard, the latter decided to award the interest on said compensation at the rate of 5% p.a. as of 21 November 2022 until the date of effective payment.

iii. Compliance with monetary decisions

a) Outstanding amounts due to the Player

127. Taking into account the applicable Regulations, the Chamber referred to art. 24 par. 1 and 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.
128. In this regard, the DRC 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.

129. Therefore, bearing in mind the above, the DRC decided that Sheriff must pay the full amount due (including all applicable interest) to the Player within 45 days of notification of the decision, failing which, at the request of the Player, 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 Sheriff in accordance with art. 24 par. 2, 4, and 7 of the Regulations.

130. Sheriff shall make full payment (including all applicable interest) to the bank account provided by the Player in the Bank Account Registration Form, which is attached to the present decision.

131. The DRC 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. 24 par. 8 of the Regulations.

b) Compensation due to Sheriff

132. Additionally, the Chamber highlighted that, against players, the consequence of the failure to pay the relevant amounts in due time shall consist of a restriction on playing in official matches up until the due amounts are paid. The overall maximum duration of the restriction shall be of up to six months.

133. Therefore, bearing in mind the above, the Chamber decided that the Player must pay the full amount due (including all applicable interest) to Sheriff within 45 days of notification of the decision, failing which, at the request of the creditor, a restriction on playing in official matches for the maximum duration of six months shall become immediately effective on the player in accordance with art. 24 par. 2, 4, and 7 of the Regulations.

134. The Player shall make full payment (including all applicable interest) to the bank account provided by the club in the Bank Account Registration Form, which is attached to the present decision.

135. The Chamber 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. 24 par. 8 of the Regulations.

d. Costs

136. 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.

137. 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.

138. Lastly, the DRC concluded its deliberations by rejecting any other requests for relief made by

any of the parties.

IV. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant / Counter-Respondent 1, Edmund Addo, is **partially accepted**.
2. The Respondent / Counter-Claimant, FC Sheriff Tiraspol, must pay to Claimant / Counter-Respondent 1 the following amount(s):
 - EUR 35,800 as outstanding remuneration plus 5% interest *p.a.* as from 22 November 2022 until the date of effective payment.
3. Any further claims of Claimant / Counter-Respondent 1 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. 24 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 debtor 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 creditor** in accordance with art. 24 par. 7 and 8 and art. 25 of the Regulations on the Status and Transfer of Players.
7. The **counterclaim** of Respondent / Counter-Claimant is **partially accepted**.
8. The Claimant / Counter-Respondent 1 must pay to Respondent / Counter-Claimant the following amount(s):
 - EUR 1,224,693.83 as compensation for breach of contract without just cause plus 5% interest *p.a.* as from 21 November 2022 until the date of effective payment.
9. The Counter-Respondent 2, FK Spartak Subotica, is **jointly and severally liable** for the payment of the compensation mentioned under point 8 above.
10. Any further claims of Respondent / Counter-Claimant are rejected.
11. Full payment (including all applicable interest) shall be made to the bank account indicated in the **enclosed** Bank Account Registration Form.

12. Pursuant to art. 24 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 Claimant / Counter-Respondent 1 shall be restricted on any football-related activity up until the due amounts are paid. The overall maximum duration of the restriction shall be of up to six months.
 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 six months.
13. The consequences **shall only be enforced at the request of the creditor** in accordance with art. 24 par. 7 and 8 and art. 25 of the Regulations on the Status and Transfer of Players.
14. 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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