

Decision of the Players' Status Chamber

passed on 15 August 2023

regarding an employment-related dispute concerning
the coach Fabio Joaquim Maciel da Silva

BY:

Angélica Islas (Mexico), Single Judge

CLAIMANT/COUNTER-RESPONDENT:

Fabio Joaquim Maciel da Silva, Brazil

Represented by Nilo Effori

RESPONDENT/COUNTER-CLAIMANT:

Al Jazira Al Hamra, United Arab Emirates

Represented by Daniel Magdi Louis

I. Facts of the case

1. On 28 November 2022, the coach Fabio Joaquim Maciel da Silva from Brazil (hereinafter: *the Coach* or *the Claimant/Counter-Respondent*) and the club Al Jazira Al Hamra from the United Arab Emirates (hereinafter: *the Club* or *the Respondent/Counter-Claimant*) concluded an employment contract valid as from the same date until 21 May 2023.

2. On 17 January 2023, the Club served a noticed to the Coach stating as follows:

“Subject: Acknowledgement and Appreciation

First of all. the management of Al-Jazira Al-Hamra Cultural and Sports Club extends its sincere thanks and appreciation to you for your continuous cooperation and for your kind efforts in fruitful cooperation with colleagues in what serves the sports process during your work in the club. Accordingly, we apologize for assigning you to train the first football team starting from 17-1-2023, wishing you continued success in your sports carrer”.

3. On 21 January 2023, the Club announced in its Instagram account the hiring of a new head coach *“in exchange of [the Coach], who was not helped by the negative team results in the Premier League”.*

4. On 28 January 2023, the Coach put the Club in default, stating as follows:

“We act for the Coach in his claim against you for breach of the employment contract between you without just cause, valid from 28 November 2022 until 21 May 2023 (the “Contract”).

It is clear that you breached your contractual obligation under the Contract, after the termination letter presented to the Coach (Enclosed). Not only that. Immediately after you hired a new coach to replace my client.

We urge you without delay to pay the compensation for this breach which is, as per Article 6 (2) (a) of the Annex 2 od the Regulations on Status and Transfer of Players (RSTP) the residual amount of the Contract, in the amount of USD 32,000 (January to May 2023) plus one flight ticket (Dubai-Miami-Dubai) in the amount of USD 1,300 in the total amount of USD 33,800. Should you fail to make this payment before Thursday, 02 February 2023, 23:59 London time, we shall commence proceedings before the FIFA Player’s Status Chamber (“FIFA PSC”).

We look forward to receiving your timely response.”

5. On 1 February 2023, the parties concluded a new employment contract (hereinafter: *the Contract*) valid as from the same date until 21 May 2023.

6. Under Clause 2 of the Contract, the Club undertook to provide the Coach with the following:
 - a) a monthly salary of USD 6,500 per month.
 - b) a health insurance.
 - c) 4 airline tickets economic class from Brazil-Dubai-Brazil for him and his wife and two kids.
 - d) a suitable and furnished flat in Ras Alkhaima Emirate.
 - e) a car for the term of his contract.
7. Under Clause 2 (6) of the Contract, the Club agreed to pay the Coach a bonus for every match won as stated in the club's policy and a bonus at amount of USD 10,000 in the event the senior team promote to the professional league (ADNOC League) at the end of the season 2022/2023.
8. Under Clause 5 of the Contract, if either party seeks to terminate the contract prior to its due expiry date, the terminating party shall compensate the other party an amount of USD 50,000. By the same token, the terminating party shall notify the other party with his intention to terminate the contract by serving 3 days' termination notice period. For completeness, the clause in question reads as follows:

5-Termination the contract:

1-Either party seek to terminate the contract prior to its due expiry date, the terminating Party shall compensate the other party an amount of Fifty Thousand USD (\$ 50,000). The Parties expressly and irrevocably agree that the present clause has been essential for the execution of the Contract, without which, the Parties would not have entered into it. The Parties expressly and irrevocably acknowledge that present clause has been duly negotiated by the Parties, counting the [the Coach] with the corresponding legal advice. The [the Coach] expressly waives his right to argue or challenge the possible non-reciprocity or disproportionality of the present clause as he expressly and irrevocably agrees with its content in full.

1- The terminating Party shall notify the other Party his intention to terminate the contract by serving 3 days termination notice period.

2- The [the Coach] shall not deserve to receive compensation in case the [Club] terminate the contract for just cause as the follows:

a- To breach to the contract or the Club's, Association, FIFA, AFC rules.

b- Non-approval by any other party related to the subject matter of the contract."

9. On 3 April 2023, a meeting was held between Club officials and the Coach, in which the Club proposed to the Coach to terminate their employment relationship, and the parties

further discussed amounts potentially payable to the Coach because of the termination. Some of excerpts of the conversation are reproduced below, as submitted by the Coach:

Minute 6:38

First team manager Al Naqbi (through his translator): "For you, for respect and for the time you spent inside the Club they won't finish fast, so take another coach...so it's not good for you that they bring another coach and you see here...is not good that you still here and they bring another coach, and everytime you come to the club and there is another coach, it's not good, it's not respect".

Minute 7:27

- First team manager Al Naqbi in Arabic and not translated to the Coach: "the next day (April 4) the new coach will be in charge of the first team".

Minute 20:19

- First team manager Al Naqbi (through his translator): "yesterday Hassan (board member of the club) said he take his clothes today, the coach, I don't want him to come more to the club ... for me (Al Naqbi) I said not happen like that, this is not our culture, we stay with him, we find "accordation", he come tomorrow, he speak with the players, we give him gift, we give picture, he go outside, like a coach, setup the team and make good things for the team, this is not respect and in the time Hassan go out the meeting and say no no no I take the approval (20:59) for the president for making this"

Minute 21:21

- First team manager Al Naqbi (through his translator): "please Coach, for your side, what you can go down with, you understand? For finish everything

- Coach: "in what?"

- First team manager Al Naqbi (through his translator): "In money"

- Coach: "But they know there is a clause in my contract"

First team manager Al Naqbi (through his translator): "he says this is in case they kick you out, you know?"

- Coach: "If i'm going out, I have like, for example, we put now the other view, imagine today we are fighting for to promote to the league, imagine, and four more games, and I have proposal maybe from some club, and I come to the club I need to see the other offer for this club, what the club would tell me? There is a contract, you should respect the contract, you should pay to go out...i'm not asking nothing, they want to kick me out, no problem, but they should see the contract and respect the contract".

Minute 47:20

- First team manager Al Naqbi (through his translator): "I say you, go FIFA, it is your right, I will help you...but if you want take your month and a half and you say thank you for everybody and you go I help you too, its up to you, you decide"

Minute 48:00

- Club's lawyer: *"To finish deal, still one month and a half, just one month and a half. You want one month and a half working or one month and a half and you go, it's the same. For me I would take one month and a half and go.*
- Coach: *No, but I don't accept.*

Minute 59:13

- First team manager Al Naqbi (through his translator): *"you take your decision, because the club from tomorrow maybe, they take another coach, you understand? They say for you, you come and another coach here is not good for you, for the club and for another coach, you understand?"*

Minute 59:35

- First team manager Al Naqbi (through his translator): *"for the club not have problem, you come or not come, they say, they speak about the image for you, for the other coach and for the club, is not good to be two coaches inside"*

Minute 1:24:53

- First team manager Al Naqbi (through his translator): *"we see how we resolve this amicably, look coach, please, go little down, I know it's your right, but go little down with them, just take your time to..."*
- Coach: *"then make a proposal, the club should make a proposal"*

10. On 4 April 2023, the Coach went to the Club's facilities but was denied entry.
11. On 5 April 2023, the Coach received an email from the Club with an attached document named "Offer agreement to terminate a relationship by mutual consent" (hereinafter: *the Termination Offer*), which read *inter alia* as follows:

"A-Where the two parties agreed to terminate the contract signed between the club and the coach by mutual consent, as of 03/04/2023. As a consequence, he must cancel the penalty clause and pay his dues until the end of the season on 05/21/2023, amounting to (40,400) only forty thousand and four hundred dirhams.

B -The second party and the receiving party acknowledge all its financial dues and that the club or another party or in the future does not ask us for any of the current financial means, and bear this contract.

C -This offer was submitted at the request of the coach.

(...)

**The offer was submitted to the trainer based on the desire of both parties, and the trainer requested that it be sent by e-mail for consultation"*

12. On 8 April 2023, the Club played a match valid for the local championship against Deba Al Hissin, in which Mr. Mohamed Alnaqbi appeared as "team manager" of the Club.

13. In the night between 11 and 12 April 2023, the Coach exited the UAE.
14. On 14 April 2023, the Coach via his lawyer answered the email sent by the Club rejecting the proposal of termination of the contract and asking the Club to reinstate him within 24 hours. The Coach claims that until today he has not received any kind of answer or any instruction from the Club.
15. On 15 April 2023, the Club played a match valid for the local championship against Baynounah, in which Mr. Mohamed Alnaqbi appeared as “team manager” of the Club, and Mr Samir Cheikh as “assistant coach”.

II. Proceedings before FIFA

16. On 18 April 2023, the Coach filed the claim at hand before FIFA. A brief summary of the position of the parties is detailed in continuation.

a. The claim of the Coach

17. The Coach argues that the Club breached the contract and terminated it without just cause. The Coach contends that:
 - The Club hired a new head coach when the Coach was still employed as a head coach of the Club.
 - The Coach has been *de facto* relegated from his position, unable to train the team or lead the team in official matches, and consequentially, leaving the Coach without the physical possibility of fulfilling the Contract.
 - The Club completely ignored the Coach’s communication about his position in relation to the aforementioned “offer agreement to terminate a relationship by mutual consent”. The end of mutual trust caused by the Club with its deliberate and unjustified actions is evident. Therefore, for the Coach, there was no other solution than to seek redress before FIFA.
18. As to the calculation of compensation, the Coach referred to Article 6 (1) of Annex 2 of the Regulations on the Status and Transfer of Players (RSTP) and claimed that such rule establishes the general guidelines for the calculation of compensation in the case of any termination of contracts “*unless otherwise provided for in the contract*”. He furthermore added that it is common practice for the Players’ Status Chamber (PSC) to check whether the employment contract in question has any specific provisions setting the amount of compensation to be paid in case of a breach. In the matter at hand, the Coach recalled that clause 5 of the contract establishes: “*Either party seek to terminate the contract prior to its due expiry date, the terminating Party shall compensate the other party an amount of Fifty*

Thousand USD (\$50.000)". In view of this, the Coach is of the opinion that the compensation due by the Club to the Coach is USD 50,000.

19. Additionally, the Coach considers flight tickets, health insurance, rent, and car as benefits in kind as it forms part of his salary. In his view, the Contract provides flight tickets for the Coach, his wife and two kids for one round trip from and to Brazil-Dubai, which the Coach submits amounted to USD 9,968.
20. As such, the Coach contends that the Club shall pay the Coach a total amount of USD 59,968 as compensation for breach of contract, together with interest of 5% p.a. *"from the date of the present decision until the date of effective payment"*.

b. Reply and counterclaim of the Club

21. The Club filed a statement of defence as well as a counterclaim against the Coach. In doing so, the Club argued that it did not breach the Contract and did not unilaterally terminate it without just cause. The club also argues that they never served a contract termination notice to the Coach at any stage and that it was the Coach who left the country and filed a claim against the Club.
22. In particular, the Club claimed that it was the Coach who breached the Contract by abstaining from fulfilling his contractual obligations with the Club, leaving the UAE territory without the Club's consent, and not abiding by the notice duration agreed upon in the Contract.
23. The club furthermore claimed that after a meeting on 3 April 2023, where the parties discussed a mutual separation possibility, the Coach abstained from leading the training sessions of the Club's first team on April 4th and 5th while waiting to receive a settlement proposal from the Club. The Club also claimed that the Coach did not lead the match of the club in the league on 8 April 2023. The club argues that this behaviour constitutes a breach of contract by the Coach.
24. On this basis, the Club requested compensation from the Coach of USD 50,000 per clause 5 of the Contract.
25. The Club filed the following request for relief:

"Therefore, for all the above reasons, factual and legal arguments set above in the statement of defense and in the counter-claim, and for those which may be further added during these proceedings, the Respondent/Counter-claimant respectfully requests the Players' Status of the FIFA Tribunal to rule with the following

I. In the Claim filed by the [Coach] Against the [Club]:

- a. *To rule that the [Club] did not breach the Contract and did not terminate the Contract,*
- b. *To rule that the [Coach] is not entitled for any financial compensation whatsoever and mainly any financial compensation under clause 5 of the Contract.*
- c. *To dismiss the Claim of Mr Fabio Joaquim Maciel Da Silva and all the requests made by the [Coach].*
- d. *To rule that the [Coach] shall bear all the cost and expenses related to this proceeding, if any, and to pay the amount of 3,000 CHF as a contribution toward legal fees to Al Jazira FC.*

II. In the Counterclaim filed by the [Club] Against the [Coach]

- a. *To rule that the counterclaim of the [Club] is admissible.*

On the Procedure:

- a. *To rule that the counterclaim of the [Club] is admissible*

On the Merits:

- b. *To rule that the [Coach] breached the Contract by absconding from training the [Club's] first team from 04 April 2023 until 12 April 2023.*
- c. *To rule that the [Coach] breached the Contract and unilaterally terminated the contract without just cause, when he left the country of the [Club] without its written consent.*
- d. *To rule that the [Coach] must pay a compensation fees of USD 50,000 (fifty thousand US Dollars) to the [Club] as a contractually agreed liquidated damage clause.*
- e. *The [Coach] to bear the legal cost and cost of Proceedings and in any way the [Coach] shall pay 5% legal interest from the date of the unilateral termination of the contract.*

c. Reply to the counterclaim by the Coach

26. In his reply to the counterclaim, the Coach clarified the timeline of the case, outlining the following:

- The Coach and the Club entered into two employment contracts, the first one valid from 28 November 2022 until 21 May 2023, and the second one valid from 1 February 2023 until 21 May 2023. The second contract was signed after the Club unilaterally terminated the first one on 17 January 2023 and hired a new coach, but then offered the Coach a new contract on 28 January 2023.

- On 3 April 2023, the Club informed the Coach that they decided to terminate the second contract and hired another new coach, Mr Samir Cheikh. The Club offered the Coach a compensation of USD 40,400, which was rejected by the Coach.
- On 4 April 2023, the Coach went to the club to lead the training session, but found out that Mr Samir Cheikh was being introduced to the team as the new head coach.
- On 10 April 2023, the Coach's legal representative sent an email to the Club rejecting their offer and asking them to reinstate the Coach within 24 hours or face legal action. The Club did not reply or reinstate the Coach.
- On 11 April 2023, after the deadline expired, the Coach went to the club to return the car and the keys of the flat provided by the Club and informed them that he was leaving the country on 12 April 2023. The Coach submitted that the Club was aware of his departure.
- On 15 April 2023, Mr Samir Cheikh appeared in the official match report of the UAE Football Association as "Assistant Coach" of the Club.

27. The coach additionally made the following submissions:

- The Club breached the Contract by unilaterally terminating it without just cause and hiring a new coach on 3 April 2023.
- The Coach did not abscond from his duties, but went to the Club to lead the training session on 4 April 2023, only to find out that a new coach was being introduced to the team.
- The Coach did not leave the UAE territory without notifying or obtaining consent from the Club, but informed them of his departure on 11 April 2023, after the Club failed to reinstate him within 24 hours as requested by his legal representative.
- The Coach did not breach the Contract by not abiding by the notice duration agreed upon in the Contract, because there was no Contract in force at the time of his communication on 10 April 2023, as the Club had already terminated it without just cause.

28. The coach filed the following request for relief:

"The Coach respectfully requests FIFA Players' Status Chamber to:

(i) To dismiss the Counter-Claim and all the requests made by the Counter-Claimant.

(ii) Hold the Club liable for the breach of the [Contract] and its termination without just cause;

(iii) Consequentially, order the Club to pay the Coach the amount set in the initial Claim as compensation for the breach of the [Contract].

(iv) Grant the [Coach] in conformity with the Swiss law and longstanding practice of the Players' Status Committee, interest on the outstanding compensation amount at a rate of 5% (five per cent) per annum until the date of the effective payment."

d. Final comments of the Club

29. In its final comments, the Club largely reiterated its position and outlined the following:

- The Club denies that it unilaterally terminated the Contract with the Coach on either 03 April 2023 or 11 April 2023, as alleged by the Coach. The Club argues that it was negotiating a mutual termination agreement with the Coach and that it never forbade him from leading the training sessions of the first team.
- The Club contends that the Coach breached the Contract by absconding from training the first team and leaving the country without notifying or obtaining consent from the Club. The Club asserts that the Coach did not comply with the notice duration agreed upon in the Contract before terminating it with just cause.

30. The Club reiterated its request for relief.

III. Considerations of the Players' Status Chamber

a. Competence and applicable legal framework

31. First of all, the Single Judge of the Players' Status Chamber (hereinafter also referred to as *Single Judge*) analysed whether she was competent to deal with the case at hand. In this respect, she took note that the present matter was presented to FIFA on 18 April 2023 and submitted for decision on 15 August 2023. Considering 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.
32. Subsequently, the Single Judge referred to art. 2 par. 1 and art. 24 par. 2 of the Procedural Rules and observed that in accordance with art. 23 par. 2 in combination with art. 22 par. 1 lit. g) of the Regulations on the Status and Transfer of Players (May 2023 edition), she is competent to deal with the matter at stake, which concerns an employment-related dispute between a club and a coach of an international dimension.
33. In addition, the Single Judge analysed which regulations should be applicable as to the substance of the matter. In this respect, she 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 18 April 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

34. 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, she stressed the wording of art. 13 par. 4 of the Procedural Rules, pursuant to which she 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

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

i. Main legal discussion and considerations

36. The foregoing having been established, the Single Judge moved to the substance of the matter, and took note of the fact that this is a claim of a coach against a club for breach of contract, with a corresponding counterclaim.
37. In this context, the Single Judge acknowledged that her task was to determine the following:
- a) When was the Contract terminated, and by whom?
 - b) Was the termination made with or without just cause?
 - c) What are the consequences that follow?

When was the contract terminated, and by whom?

38. As a departure point, the Single Judge recalled that the Coach submitted that the Contract was terminated by the Club on 3 April 2023, while the Club states that the Coach was the one to do so when he left the UAE.
39. The Single Judge in continuation turned to the evidence on file and in particular the audio recording of the meeting between the Coach and Club officials held on 3 April 2023. From the contents of said recording, the Single Judge was not convinced that it supports the Coach's conclusion that the Contract had been terminated. In particular, the Single Judge was not satisfied that the Coach was fired on such occasion, but rather that (arguably harsh) negotiations were ongoing between the parties. This is further evidenced, in the Single Judge's view, by the further exchange of a termination draft, and specifically no reaction of the Coach as if he had been fired – it was many days later when he asks to be reinstated.
40. At the same time, the Single Judge found it clear from such meeting that the Club was not interested in retaining the Coach's services anymore and wanted to find a compromise to this end.
41. Since the Single Judge found that on 3 April 2023 the Contract was still in force, she proceeded to examine the facts that took place after the meeting. As such, the Single Judge noted that the Coach was denied entry to the Club's facilities on 4 April 2023, which does not seem to reflect a habitual or normal relationship between a Coach and their Club. The Single Judge thus concluded that the Club breached its obligations towards the Coach on such occasion by not allowing the Coach to enter the Club's facilities.
42. By the same token, the Single Judge remarked that the Coach did not appear in the Club's match of 8 April 2023, where he was replaced by someone else in coaching the team, which in her opinion clearly, and decisively, demonstrated that the Club had departed from the Contract in respect of the Coach's services.

43. On this basis, the Single Judge ruled that the Club *de facto* terminated the Contract on 8 April 2023 by disengaging the Coach and retaining someone else's services to coach the team. For the sake of completeness, the Single Judge felt furthermore comforted in her decision by noting that when the Coach left the UAE, the relationship between the parties was already broken, since the Club never requested the Coach to come back.

Was the termination made with or without just cause?

44. Having so found, the Single Judge recalled the PSC's 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.
45. 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 an employer to assure the employee's 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*.
46. Following the *ultima ratio* principle, the Single Judge thus concluded that no just cause existed for the Club to terminate the Contract, since no justification was made, other than the apparent poor performance of the Coach as reflected in the meeting of 3 April – which is of subjective nature and therefore not able to justify the dismissal of the Coach. Consequently, the Club shall endure the consequences that follow.

What are the consequences that follow?

47. Having stated the above, the Single Judge turned her attention to the question of the consequences of such unjustified breach of contract committed by the Club.
48. The Single Judge observed that there is no outstanding remuneration in dispute in these proceedings, only compensation for breach of contract. As such, the Single Judge turned to the calculation of the amount of compensation payable to the Coach by the Club in the case at stake.
49. In doing so, the Single Judge firstly recapitulated that, in accordance with art. 6 par. 2 of Annexe 2 of the Regulations, the amount of compensation shall be calculated as provided for in the contract at the basis of the dispute. 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.

50. In this regard, the Single Judge took note of the wording of clause XXX of the contract, which established as follows:

"5-Termination the contract:

1-Either party seek to terminate the contract prior to its due expiry date, the terminating Party shall compensate the other party an amount of Fifty Thousand USD (\$ 50,000). The Parties expressly and irrevocably agree that the present clause has been essential for the execution of the Contract, without which, the Parties would not have entered into it. The Parties expressly and irrevocably acknowledge that present clause has been duly negotiated by the Parties, counting the [Coach] with the corresponding legal advice. The [Coach] expressly waives his right to argue or challenge the possible non-reciprocity or disproportionality of the present clause as he expressly and irrevocably agrees with its content in full."

51. After analysing the content of the clause, the Single Judge concluded that it fulfilled the criteria of reciprocity and proportionality, in line with the longstanding jurisprudence of the Football Tribunal, and therefore was to be applied in the case at hand to determine the amount of compensation payable by the Club to the Coach. In particular, the Single Judge underlined that both parties relied on clause 5 of the Contract to seek compensation. It stems from this behaviour therefore, in her view, that both parties deem such clause valid and enforceable, which is further reflected in its own wording. What is more, the Single Judge emphasized that the clause in question required a 3-days' notice, which can be understood as being having met by the contents of the meeting of 3 April 2023, whereupon the Club made it clear for the Coach that it was dissatisfied with his services.
52. Consequently, the Single Judge decided that the amount of USD 50,000 as per the compensation clause agreed between the parties in the contract, is due to the Coach by the Club.
53. Lastly, the Single Judge recalled that Coach is requesting the payment of flight tickets as part of the compensation for breach of the Contract. However, the Single Judge recalled that if the clause 5 of the Contract is deemed valid as a liquidated damages clause, it covers all damages incurred by the Coach, including the flight tickets sought. The Single Judge added further that even if this was not the case, the evidence provided by the Coach (i.e., a screenshot of an airline website and not the actual reservation or payment) was insufficient to demonstrate the costs supposedly incurred by him, with reference to art. 13 par. 5 of the Procedural rules. Therefore, the Single Judge decided to reject this part of the claim.
54. Lastly, taking into consideration the Coach's request as well as the constant practice of the Football Tribunal in this regard, the Single Judge decided to award the Coach interest on said compensation at the rate of 5% p.a. as of 15 August 2023 (i.e., the date of the decision) until the date of effective payment.

ii. Compliance with monetary decisions

55. Finally, taking into account the applicable Regulations, the Single Judge referred to art. 8 par. 1 and 2 of Annexe 2 of the Regulations, which stipulate that, with its decision, the pertinent FIFA deciding body shall also rule on the consequences deriving from the failure of the concerned party to pay the relevant amounts of outstanding remuneration and/or compensation in due time.
56. In this regard, the Single Judge 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.
57. Therefore, bearing in mind the above, the Single Judge decided that the Club must pay the full amount due (including all applicable interest) to the Coach within 45 days of notification of the decision, failing which, at the request of the Coach, a ban from registering any new players, either nationally or internationally, for the maximum duration of three entire and consecutive registration periods shall become immediately effective on the Club in accordance with art. 8 par. 2, 4, and 7 of Annexe 2 of the Regulations.
58. The Club shall make full payment (including all applicable interest) to the bank account provided by the Coach in the Bank Account Registration Form, which is attached to the present decision.
59. 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 2 of the Regulations.

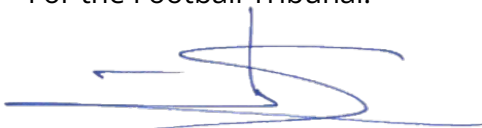
d. Costs

60. 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.
61. 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.
62. Lastly, the Single Judge concluded the deliberations by rejecting any other requests for relief made by any of the parties.

IV. Decision of the Players' Status Chamber

1. The claim of the Claimant/Counter-Respondent, Fabio Joaquim Maciel da Silva, is partially accepted.
2. The counterclaim of the Respondent/Counter-Claimant, Al Jazira Al Hamra, is rejected.
3. The Respondent/Counter-Claimant must pay to the Claimant/Counter-Respondent USD 50,000 as compensation for breach of contract without just cause plus 5% interest *p.a.* as from 15 August 2023 until the date of effective payment.
4. Any further claims of the Claimant/Counter-Respondent are rejected.
5. Full payment (including all applicable interest) shall be made to the bank account indicated in the **enclosed** Bank Account Registration Form.
6. Pursuant to art. 8 of Annexe 2 of the Regulations on the Status and Transfer of Players, if full payment (including all applicable interest) is not made **within 45 days** of notification of this decision, the following **consequences** shall apply:
 1. The Respondent/Counter-Claimant 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.
7. The consequences **shall only be enforced at the request of the Claimant/Counter-Respondent** in accordance with art. 8 par. 7 and 8 of Annexe 2 and art. 25 of the Regulations on the Status and Transfer of Players.
8. 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

Fédération Internationale de Football Association
FIFA-Strasse 20 P.O. Box 8044 Zurich Switzerland
www.fifa.com | legal.fifa.com | psdfifa@fifa.org | T: +41 (0)43 222 7777