

# Decision of the Dispute Resolution Chamber

passed on 15 November 2023

regarding an employment-related dispute concerning  
the player Mathias Antonsen Normann

## COMPOSITION:

Lívia SILVA KÄGI (Brazil & Switzerland), Deputy Chairwoman  
Dana MOHAMED AL-NOAIMI (Qatar), member  
Stefano SARTORI (Italy), member

## CLAIMANT:

FC Rostov, Russia

## RESPONDENT 1:

**Mathias Antonsen Normann, Norway**  
Represented by Eirik Monsen

## RESPONDENT 2:

**Al Raed, Saudi Arabia**  
Represented by Pedro Macieirinha

## I. Facts of the case

### ***The parties***

1. The parties to the dispute are:
  - a. The Russian club, FC Rostov (hereinafter: *the Claimant, Rostov, or the Club*). The Claimant is headquartered in the city of Rostov-on-Don, Russia, and affiliated to the Football Union of Russia (FUR).
  - b. The Norwegian footballer, Mathias Antonsen Normann (hereinafter: *the Respondent 1 or the Player*). The Respondent 1 was born on 28 May 1996.
  - c. The Saudi club, Al Raed (hereinafter: *the Respondent 2, Al Raed, or the New Club*). The Respondent 2 is headquartered in the city of Buraydah, Saudi Arabia, and affiliated to the Saudi Arabian Football Federation (SAFF).
2. The Player and the New Club are hereinafter jointly referred to as the *Respondents*.

### ***The employment contract between the Player and the Club***

3. On 31 December 2019, the Player and the Club entered into a fixed-term employment contract, valid as from the same date until 31 December 2024 (hereinafter: *the First Employment Agreement*). The Player was accordingly 23 years old when he signed the First Employment Agreement.
4. On 28 August 2021, the Claimant and the Respondent entered into a new fixed-term employment contract, valid from 1 January 2025 to 31 December 2025 (hereinafter: *the Second Employment Agreement*).
5. The First Employment Agreement and the Second Employment Agreement are hereinafter jointly referred to as the *Contract*.
6. According to the Annexes to the Contract, the Respondent undertook to pay the Claimant:
  - a. EUR 25,000 net per month from 31 December 2019 until 31 December 2025.
  - b. Additional payments of EUR 255,000 net each, on 30 June and 31 December of each year, provided that the Contract was in force at the time of payment.

### ***The Player's loan to Norwich City FC***

7. On 30 August 2021, the Player, the Club and the English club, Norwich City FC (hereinafter: *NCFC*) entered into a loan transfer agreement (hereinafter: *the Norwich Loan Agreement*), by means of which the player's services were transferred on a temporary basis from the Club to NCFC until 30 June 2022.
8. The Norwich Loan Agreement included *inter alia* a loan fee of EUR 3,000,000 due by NCFC to the Club as well as a purchase option for the permanent transfer of the Player's services against payment of EUR 13,000,000. Said purchase option was not exercised by NCFC.

***The suspension of the Contract per Annexe 7 of the Regulations on the Status and Transfer of Players***

9. On 24 February 2022, the Russian Federation launched an armed invasion in Ukraine.
10. On 9 March 2022, FIFA issued Circular Letter no. 1787 and Annexe 7 to the Regulations on the Status and Transfer of Players (RSTP), by means of which *inter alia* employment contracts between foreign players and clubs affiliated to the FUR would be suspended until 30 June 2022, provided that a mutual agreement with the club could not be reached before or on 10 March 2022 and unless otherwise agreed between the parties.
11. On 15 March 2022, FIFA issued the Interpretative Note to Annexe 7 of the RSTP, to provide guidance to the football stakeholders in relation to the Annexe 7. The amendment of the Annexe 7 in line with such Note was also confirmed via Circular Letter no. 1788, issued on 24 March 2022.
12. On 20 June 2022, FIFA issued the Circular Letter no. 1800 by means of which it extended the effects of the Annexe 7 of the RSTP and *inter alia* provided for further temporary measures concerning employment contracts of foreign players and clubs affiliated to the FUR. Article 3, par. 1 of Annexe 7 of the RSTP (June 2022 edition) reads as follows: "(...) *unless otherwise agreed between the parties, a contract of an international dimension between a player or a coach and a club affiliated to the FUR can be unilaterally suspended until 30 June 2023 by the player or the coach, provided that a mutual agreement with the club could not be reached before or on 30 June 2022*".
13. On 24 June 2022, the Player notified the Club of the suspension of the Contract per Annexe 7 RSTP from 1 July 2022 until 30 June 2023.

***The Player's loan to FC Dynamo Moscow***

14. On 2 September 2022:
  - a. The Player sent a notice to the Club asking to "renew the employment agreement" signed between them, starting from 5 September 2022.

- b. the Claimant, the Respondent 1 and the Russian club, FC Dynamo Moscow (hereinafter: *Dynamo Moscow*) entered into a loan agreement (hereinafter: *the Dynamo Loan Agreement*) by means of which the player's services were transferred on a temporary basis from the Club to Dynamo Moscow from 6 September 2022 until 20 August 2023.
15. The Dynamo Loan Agreement included *inter alia* a loan fee of EUR 1,000,000 due by Dynamo to the Club as well as a purchase option for the permanent transfer of the Player's services for EUR 8,500,000, per its Addendum. Said purchase option was not exercised by Dynamo Moscow.
16. Contextually, the Player and Dynamo Moscow signed an employment agreement valid for the duration of the Dynamo Loan Agreement.

***Notices exchanged between the parties and the termination of the Contract***

17. On 22 May 2023, FIFA issued the Circular Letter no. 1849 by means of which it extended the effects of the Annexe 7 of the RSTP and *inter alia* provided for further temporary measures concerning employment contracts of foreign players and clubs affiliated to the FUR. In particular, such letter addressed the new wording of Annexe 7 of the RSTP in line with the May 2023 edition of said regulations and underlined certain limitations of their application. Specifically, it was therein defined that the application of Annexe 7 could not take place for players who decided to stay in Russia or Ukraine in spite of the war.
18. On 5 July 2023, the player's representative sent a letter to the Claimant, which is reproduced *in totum* below:

*The Law firm Monsen, by the undersigned, has been contacted by Mr. Mathias Normann (hereinafter the "Player"), through the Norwegian Players Association (NISO), and will assist the Player in the following. I kindly request that further correspondence related to the content of what is described below, is directed to the undersigned, preferable by e-mail: [...].*

*Please find attached a duly signed Power of Attorney in this regard.*

*As well known for the Joint Stock Company Football Club Rostov (hereinafter the "Club"), the parties concluded an employment contract on 28 August 2021, valid until the end of 2024, but extended until 31.12.2025, by a renewed employment contract.*

*As also well known for the Club, the parties concluded a loan agreement with Dynamo Moscow (hereinafter "Moscow") from 6 September 2022 until the end of August 2023 - a tripartite loan agreement which the Player currently is subject to.*

*By the time of the conclusion of the tripartite loan agreement, the Player had the possibility to unilaterally suspend the employment contract with the Club in accordance with the FIFA RSTP Annexe 7, due to the ongoing conflict in Russia/Ukraine. However, by that time, the*

*Player felt sufficiently safe to stay in Russia, after which the loan agreement was concluded for one contractual year.*

*Due to the Players decision to stay in Russia for the 2022/23-season, he is now prevented from making use of the FIFA RSTP Annexe 7 for the upcoming season, based on the amendments made by the FIFA Bureau of Council, expressed in its Circular no. 1849, dated 22 May 2023.*

*Firstly, the Player disagree with the amendments made by FIFA to the Annexe 7, given that players were never informed of those consequences. Should the player have known that by staying in Russia to comply with his contract he – at a later stage – would not have the possibility to suspend the contract if the situation on Russia deteriorated, he might have decided differently.*

*Secondly, the situation in Russia has since May 2023 evolved rapidly in an unfortunate and uncertain direction, a situation clearly not foreseen by FIFA when amending FIFA RSTP Annexe 7 in May this year. The current events with the ongoing tension in Russia have caused the Player to feel unsafe and to fear for his own life.*

*The feeling of fear was amplified when the Player had to return to Moscow last week, as he met a city completely changed from what he left before the summer holiday. We do not find it necessary to elaborate on this any further, as the Club is well known with the current situation in Russia, both in the city of Moscow and the city of Rostov.*

*Further it shall be mentioned that the Ministry of Foreign Affairs in Norway strongly advises against all travels to Russia, due to the ongoing situation in the country. This is clearly contributing to the fear and uncertainty the Player is experiencing.*

*To our understanding, the current situation in Russia clearly is an event of force majeure. There is an ongoing tension beyond the parties' control. A tension which can escalate quickly. There is an event which the parties could not reasonably provided against before entering into the contract. An event which could not reasonable have been avoided or overcome, and which is not attributable to any of the parties.*

*The current situation has an uncertain outcome, making it impossible for the Player to conduct his services as a footballer in a safe and stable environment. The Clubs (both Moscow and Rostov) are not in a position where they can guarantee for the Players health and safety due to the current circumstances and the Player express great concern for his welfare and life.*

*Even though we are of the clear opinion that the current situation legitimates a unilateral termination of the contract, we address this matter in an attempt to find an amicable solution with the Club and Moscow.*

*A letter is also addressed to Moscow, in this regard.*

*In this respect we invite the Club for discussions to see whether it is possible to find a common ground on this delicate and difficult matter, for all parties involved.*

*Due to the urgency of the matter at hand, we kindly ask the Club to give the matter priority and respond as soon as possible.*

*For the sake of good order, all rights of our client are reserved.*

*Best regards  
Advokatfirmaet Monsen AS  
Eirik Monsen"*

19. On 10 July 2023, the Club replied to the Player as follows:

*"Dear Mr. Monsen,*

*We acknowledge receipt of your letter of 05 July 2023 and in response we would like to inform you the following.*

*We remind you that in September 2022 your client, the player Mathias Normann, voluntarily renewed the employment contract with FC Rostov, which he had previously suspended in accordance with the Decision taken by FIFA regarding foreign players. Then, Mathias returned to Russia and signed a tripartite transfer agreement with FC Dynamo (Moscow) and FC Rostov, according to which Mathias spent the entire sports season 2022/23 on loan at FC Dynamo.*

*We remind you that your client's period of loan expires on 20 August 2023, and therefore, the employment relationship between Mathias Normann and FC Rostov is resumed on 21 August 2023, according to the concluded employment contract of 31.12.2019, which expires on 31 December 2024.*

*We also remind you that an employment contract has been concluded between FC Rostov and your client of 28.08.2021, the term of which expires on 31 December 2025, thus Mathias Normann is bound by an employment relationship with FC Rostov until 31 December 2025.*

*In your letter, you correctly stated that your client has lost the right to suspend the employment contract with FC Rostov in accordance with the amendments of the FIFA Bureau of Council set out in Circular No. 1849 of 22.05.2023.*

*In our opinion, the information contained in the letter regarding the deterioration of the situation in Russia does not correspond to reality. No special regimes, restrictions or other measures restricting the lives of citizens, including foreigners, have been adopted. In the*

*city of Rostov-on-Don, normal daily civilian life continues, there is no danger to the life and health of citizens. It is also worth emphasizing that a calm atmosphere remains in the team, coaching staff and administration, preparations are underway for the start of the sports season 2023/24. The team includes foreign players (for example, David Toshevski) and newcomers of the team who have recently signed contacts with FC Rostov (A. Ionov, R. Akbashev).*

*First of all, we ask you and your client to calmly assess the situation and accept information only from verified sources. Foreign media deliberately escalate the situation and present information in a distorted form.*

*FC Rostov, for its part, also assures you and guarantees that all possible efforts and means will be made to ensure the safety and well-being of Mathias Normann during his stay in Rostov-on-Don and Russia as a whole.*

*Based on the above, we remind you that Mathias Normann needs to arrive at the whereabouts of the Club's team in Rostov-on-Don on 21 August 2023 to prepare and participate in the matches of the sports season 2023/2024.*

*We also want to note that Mathias is an important part of our team (or family) and we are counting on him very much in the upcoming sports season 2023/2024.*

*Please note that in the contract of each player in the Article "Rights and obligations of the player" there are at least the following obligations of the player:*

- Diligent execution of its obligations in accordance with the terms of the Contract;*
- On the instructions of the head coach or the coach of the team, take part in football matches (games) of the corresponding team, training sessions and training camps of the team, trainings;*
- Strictly comply with the orders and instructions of the General Director, Head Coach and coaches of the Club, medical staff, the Rules of internal labor regulations, comply with the decisions of the governing bodies of the Club, observe labor and game discipline;*
- Strictly observe all instructions and directives of the Club concerning the tactical plans for football matches (games), and the general plans for travels, meetings, etc.*

*We also want to note that in case of a later arrival at the location of the Club, salary for the period of delay will not be paid, and maximum sanctions will be applied to you individually according to the terms of your personal employment contract, as well as FIFA regulatory documents."*

20. On 20 July 2023, the Player sent a letter to the Club, as follows:

*"We refer to your letter dated 10 July 2023, as a response to our letter dated 5 July 2023. We appreciate your prompt reply on this urgent matter. However, we take note that The Joint*

*Stock Company Football Club Rostov (hereinafter the "Club") has not responded to our request for dialogue due to the ongoing circumstances in Russia. Thus, we once again allow ourselves to address the Club in an attempt for such dialogue.*

*First, for the sake of good order, we are fully aware of the employment contract between Mr. Mathias Normann (hereinafter the "Player") and the Club, which we also referred to in our previous correspondence.*

*Our main concern is not the content of the employment contract, but the current situation in Russia, which we, as stated in our previous letter, are of the opinion constitute an event of force majeure. The current situation in Russia represents a possible danger to life and well-being, and to our understanding, the Club cannot guarantee for the Player health and safety due to the current circumstances.*

*In this respect we take note and respect that the parties have a different understanding and position as for whether the current events in Russia in fact constitute a danger or possible danger. Our view on the situation in Russia is supported by credible sources and the Players own experiences and we urge the Club to respect the Players own experience in this regard.*

*As mentioned in our previous correspondence, the Player met a completely changed Russia when he returned after the summer holiday. Military blockades had been put in place due to the ongoing tension within Russia, which in addition to cause concern and fear, contributed to hours of waiting and controls.*

*The Player is in frequently touch with friends living in Rostov, which report on an unstable and unsafe environment.*

*Further, we disagree that media outside Russia deliberately escalate the situation and present information in a distorted form, as you claim.*

*To our understanding the headquarters of Russia's Southern military district is located in Rostov, where military from both sides have been observed. Several independent reports state that the opposition grouping has seized control of all militaries in the city. Although not verified, media in general reports of an ongoing turmoil in the region, which is so strategically important due to its location. It has also been numerous reports of drone attacks, explosions, and fires in the region. Governments describe the situation as unpredictable and that it could escalate further without warning.*

*Media reports further state that the governor of the region in Rostov has asked people to refrain from travelling to the city center and, if possible, not to leave their homes.*

*Due to the geographical location of Rostov and being the house of command center in the conflict with Ukraine, it was of vital interest of the Player to go on loan last season.*



*Unfortunately, the situation has not improved, rather the contrary due to the ongoing internal tension.*

*The Player appreciates that the Club assures and guarantees that all possible efforts and means will be made to ensure his safety and well-being. Unfortunately, this guarantee is not felt to be sufficient, as the parties have a different understanding on whether there is safe to stay in Rostov.*

*For your information, we have had a constructive dialogue with Dynamo in this regard. As it is now confirmed that Dynamo will not make use of the contractual buy-out clause, we take this opportunity to once again approach the Club with our concerns in a final attempt for dialogue.*

*As our clear position is that the current situation constitutes an event of force majeure which entitle the player to unilaterally terminate the contract with just cause, we inform the Club that the Player must consider taking all necessary steps to protect himself, which ultimately can lead to a unilateral termination of the employment relationship. At the current stage, the Player find it impossible to return to Rostov, due to the ongoing internal tension. Thus, the situation must de-escalate before a return to Rostov is considered sufficiently safe. The Player will pay close attention to the ongoing situation.*

*It should be in both parties' interest to see whether the parties can find a common understanding. Thus, we kindly repeat our request for dialogue and appreciate your respond hereto."*

21. On 26 July 2023, the Club replied to the Player as follows:

*"Dear Mr. Monsen,*

*We acknowledge receipt of your letter of 20 July 2023 and inform you that we have duly taken of its content.*

*Please note that the Football Club Rostov is always open and ready for dialogue with you as the official representative of Mathias Normann and Matthias himself, however, based on your letters we do not understand the subject for discussion and your proposals.*

*Nevertheless, to accelerate the process, we are ready to participate in a video conference between you, Mathias and representatives of our club to remove any misunderstanding between the parties.*

*We highly appreciate that you confirm the fact that Mathias Normann has an employment relationship with our Club until 31 December 2025 and, according to FIFA Circular No. 1849 of 22.05.2023, does not have the right to unilaterally suspend the employment contract with FC Rostov.*

*The Management of the club respects the position of the Player set out in your letters, but cannot agree and accept the information contained in them as objective and justified.*

*The Management of the club does not consider the situation in Russia in general and in the city of Rostov-on-Don in particular to be force majeure due to the following circumstances.*

*1. Since the summer of 2022, when Mathias Normann voluntarily returned to Russia, resumed his employment relationship with FC Rostov and moved to FC Dynamo on the basis of the "loan" agreement, the situation in Russia and Rostov-on-Don has not changed, there are no objective reasons to worry about the danger to life and health of the Player. As we wrote earlier in our letter, the Club will make every possible effort and means to ensure the safety and well-being of Mathias Normann during his stay in Rostov-on-Don and Russia in general;*

*2. All sports football competitions in Russia are held in accordance with the established procedure, including women's and youth competitions. There are no restrictions on their holding in Rostov-on-Don and the region. Matches of the Championship and Cup of Russia of the sports season 2023/24 with the participation of FC Rostov are held at the stadium Rostov-Arena with a mass visit by fans of the club;*

*3. All players of FC Rostov are in Rostov-on-Don and take part in matches and training process. There are foreign players in the club (Macedonian forward - David Toshevski). In July 2023 the Club signed a contract with another foreign player of the Portuguese club "Santa Clara" - Mohammad Mohebbi, negotiations are underway with other foreign players. Other Premier League teams also have many foreign players including clubs located in close proximity to Rostov-on-Don - FC Krasnodar, FC Sochi;*

*4. We ask you to calmly and objectively assess the situation in Russia and the city of Rostov-on-Don, to perceive information exclusively from verified, official sources. Do not trust foreign media that purposefully escalate the situation and present the situation in Russia in a deliberately distorted negative way. We invite you to personally arrive in Russia and Rostov-on-Don and see for yourself that there are no threats to life and health, to communicate with the players and the coaching staff of the team, residents of the city;*

*5. Regarding the events that took place in the city of Rostov-on-Don in June 2023, we inform you that not a single resident was injured, there were no riots or pogroms. In Rostov-on-Don and the region, no martial or state of emergency was introduced, no special regimes, restrictions and other measures restricting the lives of citizens, including foreigners, were adopted, any information about the unstable or unsafe situation in Rostov is a "fake" and does not correspond to reality. As you know, in June-July 2023 in France there were riots and pogroms, which resulted in hundreds of wounded, thousands of arrests, unfortunately, there were casualties. However, even in this situation, the players and coaches of the French*

*teams do not declare force majeure circumstances that may affect the stability of the contracts concluded with the clubs.*

*In addition, we would like to note that Mathias is one of the most important and most experienced players in our team, for the club and its fans Mathias Normann is part of our friendly football family. The head coach of the club Valery Georgievich Karpin, the coaching staff and the players of the club, as well as numerous fans of the team, are looking forward to the return of Mathias and are counting on his help to the team in the 2023/2024 sports season.*

*I kindly ask you to inform Mathias that he needs to arrive at the location of the Club's team in Rostov-on-Don no later than 21 August 2023 in order to prepare and participate in the matches of FC Rostov in the 2023/2024 sports season."*

22. On 27 July 2023, the Player and the Club discussed the arrangement of a meeting.
23. On 30 July 2023, the Player's representative wrote to the Club as follows:

*"Dear Sir,*

*We refer to the email below and allow ourselves to stress the importance of having a video meeting as soon as possible, due to the ongoing situation, which escalated in a very negative direction last night.*

*As you probably are fully aware of, new drone attacks happened in the city of Moscow last night. One attack occurred approximately 50 – 100 meters away from Mathias home, 10 meters from the Supermarket which Mathias use regularly! We have seen videos from the attack which is disturbing. As previous held, and which now is amplified by last night attack, is the ongoing situation, which is beyond the parties' control, something that cause great concern for the life of Mathias.*

*We appreciate the clubs' previous guarantees that you will take all necessary measures to provide for a safe and healthy environment for your players. However, when an explosion occurs less than 100 meters from the home of Mathias, where he was asleep, on what seem to be a random building, the club is not in a position where any guarantees can be given, neither now, nor for the future as long there is an ongoing conflict. Media reports also informs us that new attacks can be expected, but it seems impossible to foreseen where and when.*

*This attack has clearly amplified an already existing fear for his own life, and we find the situation unsustainable. Due to the urgency of the matter and the need to put life before football, we kindly ask the club to respond on when we can have an urgent meeting. We will make ourselves available on Monday (and Tuesday, if Monday is impossible)."*

24. On 31 July 2023, the Club proposed a meeting on 3 or 4 August 2023.
25. On 3 August 2023, the Player's representative sent a notice of early unilateral termination of the Contract due to force majeure circumstances. In such termination notice, the Player outlined the following:
  - Safety concerns: the Player experienced two drone attacks near his home in Moscow, causing great concern for his life and safety.
  - Lack of dialogue with the Club: Despite repeated requests for a dialogue with the Club to find an amicable solution, the Club has either postponed or ignored the matter. The Club has also failed to address the Player's concerns or offer any guarantees for his well-being.
  - *Force majeure* situation: the Player argued that the situation in Russia is an event of *force majeure* entitling him to terminate the Contract with just cause per the FIFA Regulations.
  - Incidents in Rostov: the Player also referred to incidents in or near Rostov-on-Don, where the Club is based, as additional justification for the termination of the Contract.

#### ***The Player's subsequent employment situation***

26. On 4 August 2023, the Club informed the Player's representative, the FUR and FIFA of its rejection of the termination notice and its request to respect the contractual stability and not to issue or accept the International Transfer Certificate (ITC) for the Player.
27. On 10 August and 22 August 2023, the Club sent letters personally to the Player and Al Raed informing them of its position and its intention to seek financial compensation and sporting sanctions against them for the early termination of the Contract without just cause.
28. On 20 August 2023, Al Raed publicly announced via its social media channels that it had signed a contract with the Player until 30 June 2025.
29. On 22 August 2023, the Club wrote to the Respondents and stated *inter alia* that the Player had committed a gross violation of the Contract and the RSTP by signing with Al Raed, and that it would "*appeal to the FIFA jurisdictional bodies*".
30. On 26 August 2023, the FUR notified FIFA of its refusal to issue an international transfer certificate for the Respondent at the request of SAFF.
31. By decision dated 29 August 2023, the Single Judge of the FIFA Players' Status Chamber passed a decision by means of which the Player's registration with Al Raed was authorized "*without*

*prejudice to any possible decision (...) on the substance of the potential contractual dispute between the [Player] and the [Club] (as well as [Al Raed])”.*

## II. Proceedings before FIFA

32. On 1 September 2023, the Club filed the claim at hand before FIFA. A brief summary of the position of the parties is detailed in continuation.

### a. Position of the Club

33. The Club submitted that the Player unilaterally terminated the Contract on 3 August 2023 without giving a one-month notice as required by the Russian labour law. Equally, the Club argued that the Player signed a new employment contract with Al Raed on 20 August 2023, while having a valid employment contract with until 31 December 2025.

34. In the Club’s opinion, the Player breached the terms of the Dynamo Loan Agreement, which allowed him to play for Dynamo Moscow on a loan basis until 20 August 2023 as the Player did not return to the Club’s team after the loan period and did not obtain its consent to join another club.

35. The Club submitted that the Respondents caused it damage by depriving it of the conditional transfer payment of EUR 250,000 that it was entitled to receive from Dynamo Moscow if the Player did not suspend his employment contract with said club.

36. Contextually, the Club argued that the environment in Moscow was a safe one despite the war and contended that the witness statement of Dynamo Moscow’s captain as well as multiple news articles, all of which were made available on file, confirmed such situation.

37. Given the foregoing, the Club argued that the Player breached the Contract during the protected period in line with the RSTP. As such, the Club deems to be entitled to compensation for the loss of the Player’s services and the expenses incurred by the Club for the player’s development and training. The Club submitted that the compensation should be EUR 8.5 million, which is the amount that was agreed by the parties in the Norwich Loan Agreement as purchase option, which in the Club’s view is reflective of the Player’s market value.

38. The Club requested the following relief:

*A) “Oblige the [Player] to pay to the Claimant the compensation for the early unilateral termination of the contract without just cause in the amount of 8,500,000 (eight million five hundred thousand) euro.*

*B) Oblige the Respondent’s new club (Al Raed FC) to be jointly and severally liable with [Player] for making compensation payments to Claimant.*

- C) *Impose an additional sanction on the [Player] in the form of 6 (six) months of sporting disqualification.*
- D) *Set a deadline for the [Player] to comply with the decision of the Dispute Resolution Chamber.*
- F) *Should the FIFA Football Tribunal render a decision on the obligation of the [Player] to make payments in favor of the Claimant, include in the text of the decision the consequences of failure to comply with such a decision in a timely manner.*
- G) *Assign all costs proceedings to the [Player].”*

#### **b. Position of the Player**

39. In its reply, the Player argued as follows:

##### ***With regards to the factual circumstances of the case***

###### *a. Implementation of Annexe 7 of the RSTP*

40. The Player invoked Annexe 7 of the RSTP, which allows players to suspend their contracts in exceptional situations deriving from the war in Ukraine. The Player contextually alleged that such war had implications for his safety in Russia and constituted an exceptional situation. He explained in this respect that he moved to Dynamo Moscow due to safety concerns as he did not want to stay in Rostov-on-Don, where the Club is headquartered, which is close to the Ukrainian border, due to the ongoing conflict.
41. The Player moreover contended that FIFA’s amendments to Annexe 7 of the RSTP were unfair and unforeseeable in that they excluded players who stayed in Russia from invoking said regulations. The Player argued that these amendments did not consider the possible escalation of conflict in Russia.

###### *b. Escalation of conflict and war in Russia*

42. The Player explained that upon returning from his summer holiday, he encountered military blockades and controls in Moscow, which heightened his fears. He outlined in this respect that his anxiety was further exacerbated by several attacks that occurred near his residence in Moscow, especially by drone. The Player argued that despite these alarming circumstances he felt that the club did not adequately address his concerns as while he made multiple attempts to initiate a dialogue with the Club to discuss measures for ensuring his safety, these efforts were either allegedly delayed or dismissed by the Club. On this note, the Player indicated that this lack of response led to a loss of confidence in the Club’s ability to guarantee his safety to

the effect that the Player was left with the impression that the Club was either unable or unwilling to implement measures that would ensure his safety amidst the escalating conflict.

*c. Unilateral termination of the Contract and its aftermath*

43. Given the abovementioned circumstances, the Player explained he proceeded to unilaterally terminate the Contract on 3 August 2023 due to the escalation of war and attacks in Russia. He clarified in this respect that he left Russia the next day and returned to Norway. The Player claimed that he feared for his life and safety, as there were several attacks in Rostov-on-Don and Moscow in the period between 28 July – 1 August 2023. He also claimed that he tried to find an amicable solution with the Club and Dynamo Moscow, to no avail.
44. The Player equally confirmed that he found a new employment with the Al Raedon 20 August 2023. He contextually confirmed having signed an employment contract with the Respondent 2 valid from 21 August 2023 until 30 June 2025.

*d. Additional allegations from the Club*

45. Firstly, the Player contradicted the Club's assertion that no damages or injured citizens have occurred due to the conflict in Russia, by citing sources and media reports to support his position.
46. Secondly, he challenged the relevance of the captain of Dynamo Moscow's comfort in Moscow, arguing that it does not reflect the Player's situation or feelings.
47. Thirdly, he questioned the date and verification of an interview with the national team manager of Norway by suggesting that the manager might have known about a potential transfer only after the termination had already occurred.
48. Fourthly, the Player emphasized the communication issues with the Club, who he believes misunderstands the complete reasons for the termination. According to the Player, these reasons include more than just drone incidents in Moscow.

***With regards to substance of the case***

*a. As to the just cause*

49. The Player deems he has terminated the Contract with just cause. In doing so, he referred to art. 14 par. 1 of the RSTP, which allows for contract termination by either party without consequences if there is just cause. He argued to this effect that the escalating conflict and war in Russia constituted just cause.
50. In support of his position, the Player relied on the jurisprudence of the Court of Arbitration for Sport (CAS), stating that an early unilateral termination must have a certain level of severity to

be admitted as sufficient cause. He emphasized that contract termination should always be an action of last resort, a principle entrenched in established jurisprudence, and that the situation at hand is considered sufficiently serious whereby there are objective circumstances rendering it unreasonable to expect the employment relationship between the parties to continue. The Player cites case law CAS 2013/A/3091, which likens the concept of “just cause” in art. 14 of the RSTP to that of “good reason” within the meaning of art. 337 par. 2 of the Swiss Code of Obligations (SCO).

51. What is more, the Player considers the escalated situation and circumstances as an event of *force majeure*, beyond the parties’ control and not attributed to any of them. The Player criticized the Club for ignoring his concerns and not taking his situation seriously, despite his repeated attempts to communicate his fears and find common ground for discussions. Finally, he clarified that he is not claiming any compensation from the Club, but is asking FIFA Dispute Resolution Chamber (DRC) to acknowledge his genuine and real concern for his safety and wellbeing by highlighting that the matter at hand is not a standard case before the DRC.

*b. As to the compensation, sporting sanctions and joint liability*

52. The Player reiterated that the ongoing war and conflict in Russia constituted a *force majeure* situation. In this case, the Player contended that the war created such a situation, making it impossible for him to continue playing football in the country due to safety concerns, which must be accounted for in the calculation of compensation due, if any.
53. Subsequently, the Player claimed that the Club showed no interest in finding an amicable solution to the situation, which should be interpreted as a lack of willingness on the part of the Club to negotiate or consider alternatives that could have allowed the Player to fulfill his contract under different conditions, such as transferring him to a safer location or agreeing to a mutual termination of the Contract. By the same token, the Player pointed out that the Club had profited from loaning him to other clubs, which suggests that it was able to generate revenue without the Player’s services, hence undermining its claim for compensation: if the Club was able to profit from loaning out the Player, he submitted it did not suffer a significant financial loss from his departure.
54. The Player thus contended that several factors should be considered in calculating compensation, including the *force majeure* situation, lack of interest from the Claimant, profit from loaning, expenses saved by the Club due to early termination, and absence of any offer reflecting his market value, unlike the arguments raised by the Club in its statement of claim. He argued that taking these factors into account would result in zero compensation if his termination was deemed to be without just cause.
55. As to the sporting sanctions, the Player also argues that he was outside the protected period at the time of termination, then no sporting sanctions should apply.



56. As to the joint liability, the Player submitted that in case compensation is to be paid for breach of contract, Al Raed shall be deemed jointly liable per art. 17 par.2 of the RSTP.

### **Conclusion**

57. The Player filed the following request for relief:

*“The Respondent request the FIFA DRC to accept this respond and issue a decision in the following terms:*

*To reject the claim submitted by the Claimant in full and determine that the Respondent lawfully terminated the employment relationship with the Claimant for just cause.*

*Alternatively, in the hypothetically case that the FIFA DRC conclude that the employment relationship was terminated without just cause:*

*To reject the claim submitted by the Claimant and establish that the compensation for breach of contract is set at zero.”*

### **c. Position of Al Raed**

58. In its reply, Al Raed stated it did not induce the Player to breach his contract with the Club. It stated that the Player terminated the Contract on 3 August 2023, due to his genuine and real fear for his safety and well-being in Russia, where there was an escalation of the war. As such, Al Raed underlined it signed the Player only after he left Russia and was not aware of the contract details between the Player and the Club.

59. On this note, Al Raed submitted it was not involved in the termination of the Contract by the Player. It argued that it did not approach the Player or offer him any incentives to leave his former employer. On the contrary, Al Raed asserted the Player’s decision to terminate the Contract was based on his intention to protect his physical integrity and his life. Al Raed insisted it had no knowledge or influence over the Player’s situation in Russia or his communication with the Club.

60. In addition, Al Raed argued it should not be held jointly and severally liable for the payment of any compensation to the Club because the Player had just cause to terminate the Contract, as he faced a serious threat to his safety and well-being in Russia. Therefore, no compensation is due to the Club. Even if the termination was considered without just cause, Al Raed is of the opinion that it should not be liable for any compensation, as the Player did not breach the Contract during the protected period, and Al Raed did not induce him to do so.

61. Lastly, Al Raed submitted it should not be imposed any sporting sanctions. It insisted that the Player did not terminate the Contract during the protected period, which is a prerequisite for imposing sporting sanctions on the new club that induced a breach of contract. Moreover, Al

Raed reiterated it did not induce the Player to breach the Contract, and stated it can rebut the regulatory presumption by providing evidence that it signed the Player after he left Russia and without knowing the details of his contract with the Club.

62. The Respondent 2 filed the following relief:

*"a. The Claimant's Request for Relief shall be rejected.*

*b. [Al Raed] shall not be liable for the unilateral termination of the Employment Agreement signed between the Claimant and the Respondent Player.*

*c. [Al Raed] shall not be liable for inducement to the unilateral breach of the Employment Agreement signed between the Claimant and the Respondent Player.*

*d. [Al Raed] is not jointly nor severally liable for the payment of an adequate compensation to the Claimant.*

*e. [Al Raed] shall not be ordered to pay interest p.a. calculated over the amount of compensation.*

*f. If not so, subsidiarily:*

*f.1 Taken the special circumstances of the matter at hand into consideration, the compensation would be zero if the termination was considered to be without just cause;*

*f.2. But, even if not so, as the player signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early (the "Mitigated Compensation").*

*g. Finally, [Al Raed] shall not be imposed sporting sanctions."*

### III. Considerations of the Dispute Resolution Chamber

#### a. Competence and applicable legal framework

63. First of all, the DRC (hereinafter also referred to as *Chamber*) 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 1 September 2023 and submitted for decision on 15 November 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.
64. Subsequently, 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 par. 1 lit. b) of the RSTP (May 2023 edition), the DRC is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a player from Norway and club from Russia, with the involvement of a Saudi club.
65. 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 1 September 2023, the cited edition of said regulations (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance.

#### b. Burden of proof

66. 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

67. 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

68. The foregoing having been established, the Chamber moved to the substance of the matter, and took note of the fact that this is a claim of a club against a player and his new club for breach of contract. The Chamber to this effect noted that the parties essentially have no factual dispute (other than perhaps the seriousness of the war-related events that took place in Moscow in late July/early August 2023). The *crux* of the matter – so underscored the Chamber – is of law, and whether the Player had just cause to terminate the Contract due to *force majeure*, and the corresponding consequences.
69. As a side observation, and because the parties do not seem to dispute this fact, the Chamber highlighted that both the First Employment Agreement and the Second Employment Agreement jointly governed the employment relationship of the parties, in that they formed a unified contract. Therefore, the Chamber concluded that both documents shall be jointly read, in that they are in fact one contract, since in essence the Second Employment Agreement only amended the First Employment Agreement as to its duration.
70. Subsequently, the DRC recalled that according to the Player, he terminated the Contract without just cause due to the escalation of the war in Russia/Ukraine, to the effect that he felt no longer safe in Moscow, which amounts to *force majeure* in line with the principle of *ultima ratio*. In contrast, the Club argued otherwise, and stated that such *force majeure* did not exist, and the Player breached the Contract only to be engaged by Al Raed.
71. With the above framework in mind, the DRC noted that the Player bore the burden to demonstrate that *force majeure* existed; that is, an unforeseen, extraordinary, and exceptional circumstance, beyond the parties' control, which justified the early termination of their contractual relationship.
72. As a departure point and in spite of the argumentation raised by the Player, the majority of the members of the DRC were not persuaded by his position because the war, by the time the Player was on loan, was not unforeseen: it has been already happening for a few months.
73. What is more, the DRC noted that the Player expressly recognized that situation in his letter to the Club of 5 July 2023, as follows:
- “By the time of the conclusion of the tripartite loan agreement, the Player had the possibility to unilaterally suspend the employment contract with the Club in accordance with the FIFA RSTP Annexe 7, due to the ongoing conflict in Russia/Ukraine. However, by that time, the Player felt sufficiently safe to stay in Russia, after which the loan agreement was concluded for one contractual year.”*
74. The majority of the Chamber accordingly highlighted that the Player correctly indicated that at that moment, he was entitled to suspend the Contract per Annexe 7 of the Regulations, but deliberately chose not to do so, and contextually was engaged by another Russian club. In other

words, the Chamber remarked that the Player deliberately chose to remain playing in a country at war, in the capital city of that country, and he could not subsequently change his course of action alleging that a new, unforeseen circumstance (which in fact was already present) arose in line with the principles of *venire contra factum proprium* and *estoppel*.

75. the DRC further underlined that Player tried to argue that the May 2023 edition of the Regulations prevented him from suspending his contract with Dynamo Moscow. In the Chamber's opinion this was indeed the case because the main goal of the special provisions under Annexe 7 of the Regulations, from their outset, was to protect players and coaches that wanted to **leave** the warzone – which was clearly not the case of the Player.
76. To this effect, the Chamber recalled the contents of FIFA Circular no. 1849 of 22 May 2023, in which the purpose of the latest edition Annexe 7 of the Regulations was clear:

*“b) Limitations on the scope of application of Annexe 7 to the RSTP*

*Certain limitations on the scope of application of Annexe 7 to the RSTP have been introduced. **The underlying rationale is that players and coaches who have, despite the escalation of the war in Ukraine, decided to stay in Ukraine or Russia, start employment in Ukraine or Russia or return to one of those countries in the meantime, cannot rely on Annexe 7 to suspend an ongoing contract.** Therefore, Annexe 7 does not apply to:*

- foreign players who, at the time this annexe enters into force and thereafter, are registered with a club affiliated to the UAF or FUR;*
- foreign coaches who, at the time this annexe enters into force and thereafter, render their services to a club affiliated to the UAF or FUR; and*
- employment contracts of an international dimension of players or coaches that have been concluded or extended after 7 March 2022.”*

77. To sum up – and without even entering into the issue that the Contract per art. 10 of the Regulations was suspended during the Player's loan with Dynamo Moscow – the majority of the Chamber found that the Player could have been reasonably expected to prudently evaluate the situation, also accepting that such an unprecedented event could present variable factors and, in any case, it would not be reasonable to exclude that a potential escalation of the war could also occur in the near future. In other words, at the time of the signing of the Dynamo Loan Agreement, any fluctuation of the war could not be considered as extraordinary or unforeseeable such as to determine a *force majeure* event compared to the starting of the war in February 2022.
78. Furthermore, the Chamber recalled that the Player had a regulatory protection to flee the area, which he then waived by staying in Russia: Annexe 7 of the Regulations is *pari pasu* with a high degree of regulatory flexibility in order to keep contractual stability as much as possible, while

the early termination of contracts is not considered as a desirable solution – a cornerstone of the FIFA regulatory framework under the Regulations. In particular, the Chamber stressed that all editions of Annexe 7 of the Regulations called for an agreement between the parties to avoid terminations, which is in fact what happened in the matter at hand by means of the Dynamo Loan Agreement.

79. In such framework, and in view of all the considerations above, the DRC, by majority, rejected the argument that it was impossible for the Player to fulfil his contractual obligations due to a *force majeure* event. Therefore, the Chamber found that the Player has committed breach of contract towards the Club, as he did not have just cause to terminate the Contract – even more so because he found an agreement with the Claimant, only to terminate it abruptly.

## ii. Consequences

80. Having stated the above, the Chamber turned to the calculation of the amount of compensation payable to the Club 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.
81. In application of the relevant provision, the Chamber held that it first of all had to clarify as to whether the 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.
82. In this regard, the Chamber established that no such compensation clause was included in the employment contracts at the basis of the matter at stake.
83. As a consequence, the Chamber determined that the amount of compensation payable by the player to the club 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.
84. Bearing in mind the foregoing as well as the claim of the Club, 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 1,975,000 serves as the basis for the determination of the amount of compensation for breach of contract, since the residual value of the Contract is calculated as follows:

<b>Remuneration concept</b>	<b>Amount (EUR)</b>
Salaries Sep-23 to Dec/23	100,000.00
Semestral fee Dec/23	255,000.00
Salaries Jan/24 to Dec/24	300,000.00
Semestral fees 2024	510,000.00
Salaries Jan/25 to Dec/25	300,000.00
Semestral fees 2025	510,000.00
<b>TOTAL</b>	<b>1,975,000.00</b>

85. 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 by a club, the Chamber might additionally grant the damaged club the non-amortised transfer fee (or other expenses) paid for the player in breach.
86. In this respect, the Chamber noted that indeed, the player found new employment with Al Raed. In accordance with the pertinent employment contract, the player was entitled to a total remuneration of USD 3,313,790, calculated as follows:

<b>Remuneration concept</b>	<b>Amount (USD)</b>
Salary Aug-23	41,056.00
Salaries Sep-23 to Jun-24	1,272,730.00
Salaries Jul-24 to Jun-25	1,700,004.00
Sign-on fee	300,000.00
<b>TOTAL</b>	<b>3,313,790.00</b>

87. Considering the above, the DRC stressed that the new employment contract between the Player and Al Raed is shorter than the Contract. Accordingly, and in line with the well-established practice of the DRC, the Chamber determined that in order to proceed with the accurate calculation, the new employment agreement must be fictionally extended to match the residual period of the Contract, as follows:
- Original duration of the New Employment Agreement: 679 days from 21 August 2023 to 30 June 2025 = USD 3,313,790
  - Extended (fictional) duration of the New Employment Agreement: 863 days from 21 August 2023 to 31 December 2025 = USD 4,211,783.

88. Having in mind that USD 4,211,783 as converted to Euros on 21 August 2023 equals approximately EUR 3,872,014, the Chamber concluded that between the date of early termination of the Contract and its original expiry date, the average between the Player's remuneration with the Club and his current remuneration with Al Raed corresponds to EUR 2,923,507, that is  $(EUR 1,975,000 + 3,872,014) / 2$ .
89. For completeness, the Chamber underlined that the argument of the Player to the extent that any loan fees paid by NCFE or Dynamo Moscow should be considered as mitigation does not apply, since this is a mitigating factor in case a club is trying to also recover unamortized transfer fees, which is not the case at hand (see Commentary to the RSTP, edition 2021, page 166 as well as Awards TAS 2015/A/3916 Foolad Sepahan FRC v. Wydad AC & TAS 2015/A/3917 Ibrahima Touré v. Wydad AC; CAS 2015/A/4552 & 4553 CA Velez / Mauro Zarate v. Lazio SpA). By the same token, the Chamber firmly dismissed the argumentation of the Club as to using EUR 8,500,000 as a benchmark for the Player's market value, in that those amounts are purely speculative, and the purchase options included both in the Norwich Loan Agreement and the Dynamo Loan Agreement were not exercised.
90. Consequently, on account of all the above-mentioned considerations and the specificities of the case at hand, the Chamber decided that the player must pay the amount of EUR 2,923,507 to the Club, which was to be considered a reasonable and justified amount of compensation for breach of contract in the present matter.
91. Lastly, taking into consideration the Club's request as well as the constant practice of the Chamber in this regard, the latter decided to award the Club interest on said compensation at the rate of 5% p.a. as of the date of termination of the Contract until the date of effective payment.
92. Furthermore, the Chamber decided that, in accordance with art. 17 par. 2 of the Regulations, Al Raed shall be jointly and severally liable for the payment of the aforementioned amount of compensation. The Chamber stressed in this regard that according to the consistent jurisprudence of the DRC, the joint and several liability of the professional player and their new club is automatic. The new club will automatically be responsible, together with the player, for paying compensation to the player's former club, regardless of any involvement in, or inducement to, the breach of contract. This means that the joint and several liability is not dependent on any fault, guilt, or negligence on the part of the new club (see Commentary to the RSTP, edition 2021, page 172).
93. In continuation, the Chamber focused on the further consequences of the breach of contract in question and, in this respect, it addressed the question of sporting sanctions against the Player in accordance with art. 17 par. 3 of the Regulations. The cited provision stipulates that, in addition to the obligation to pay compensation, sporting sanctions shall be imposed on any player found to be in breach of contract during the protected period.



94. In this respect, the Chamber referred to item 7 of the “Definitions” section of the Regulations, which establishes, inter alia, that the protected period shall last *“for three entire seasons or three years, whichever comes first, following the entry into force of a contract, where such contract is concluded prior to the 28th birthday of the professional, or two entire seasons or two years, whichever comes first, following the entry into force of a contract, where such contract is concluded after the 28th birthday of the professional”*.
95. In this respect, the Chamber took note that the player was born on 28 May 1996 and the Contract with the Club was concluded on 31 December 2019 (First Employment Agreement), subsequently amended on 28 August 2021 (Second Employment Agreement). Furthermore, the Chamber noted that the Player terminated the Contract without just cause on 3 August 2023. The breach of contract by the player has therefore occurred outside the protected period established in the Regulations. Consequently, the Chamber decided that, by virtue of art. 17 par. 3 of the Regulations, sporting sanctions should not be applied on the Player, and consequently, not on Al Raed as well.

### iii. Compliance with monetary decisions

96. Finally, 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.
97. In this regard, the DRC 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 on playing in official matches.
  - 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.
98. Therefore, bearing in mind the above, the DRC decided that the Respondents must pay the full amount due (including all applicable interest) to the Club within 45 days of notification of the decision, failing which, at the request of the Club:
- a restriction on playing in official matches up until the due amounts are paid and for the overall maximum up to six months shall become immediately effective on the Player in accordance with art. 24 par. 2, 4, and 7 of the Regulations.

- 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. 24 par. 2, 4, and 7 of the Regulations.
99. The Respondents 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.
100. The DRC recalled that the above-mentioned ban and/or restriction 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.

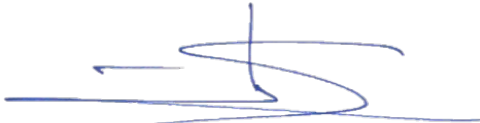
#### **d. Costs**

101. 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.
102. 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.
103. 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, **FC Rostov**, is partially accepted.
2. The Respondent 1, **Mathias Antonsen Normann**, must pay to the Claimant EUR 2,923,507.00 as compensation for breach of contract without just cause plus 5% interest p.a. over said amount as from 3 August 2023 until the date of effective payment.
3. The Respondent 2, **Al Raed**, is jointly and severally liable for the payment of the aforementioned compensation.
4. Any further claims of the Claimant 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. 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 Respondent 1 shall be imposed with 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 on playing in official matches.
  2. The Respondent 2 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.
  3. 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** in accordance with art. 24 par. 7 and 8 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

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**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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