

# Decision of the Players' Status Chamber

passed on 1 July 2024

regarding an employment-related dispute concerning the coach Patrick Aussems

## **COMPOSITION:**

Javier VIJANDE PENAS (Argentina), Chairperson Jesús ARROYO (Spain), member Christina LABRIE (USA), member

## **CLAIMANT:**

**AFC Leopards SC, Kenya** 

Represented by Sylvia Matasi

## **RESPONDENT:**

**Patrick Aussems, France** 



## I. Facts of the case

## **Prior Proceedings before the Players' Status Chamber**

- On 1 August 2022, the Kenyan Club AFC Leopards SC (hereinafter: the Claimant or Club), and the French coach Patrick Aussems (hereinafter: the Respondent or Coach) signed an employment contract valid as from 1 August 2021 until 31 July 2023.
- 2. In accordance with the employment contract (hereinafter: the *2021 Employment Agreement*), the Respondent undertook to pay to the Claimant *inter alia* the following remuneration:
  - a. The Club shall pay to the Head Coach a monthly net salary of Five Thousand US Dollars (USD 5,000). The club shall not unreasonably delay the salary beyond the 10th day of the following month.
  - b. The head coach shall be paid a signing fee of Forty Thousand US dollars (US\$ 40,000) for 2021-2022, paid as follows:
    - i. Five Thousand US Dollars (US\$5,000) upon signing the contract.
    - ii. The second instalment of Five Thousand US Dollars (US\$5,000) to be paid at end of August 2021.
    - iii. The third instalment of Ten Thousand US Dollars (US\$10,000) to be paid at end of September 2021.
    - iv. The fourth instalment of Ten Thousand US Dollars (US\$10,000) to be paid at end of October 2021.
    - v. The final instalment of Ten Thousand US Dollars (US\$10,000) to be paid at end of November 2021.
  - c. The head coach shall be paid a signing fee of Forty Thousand US dollars (\$40,000) for 2022-2023, paid as follows:
    - i. The First instalment of Ten Thousand US Dollars (US\$10,000) to be paid in August 2022.
    - ii. The second instalments of Ten Thousand US Dollars (US\$10,000) to be paid at end of September 2022.
    - iii. The third instalments of Ten Thousand US Dollars (US\$10,000) to be paid at end of October 2022.
    - iv. The fourth instalment of Ten Thousand US Dollars (US\$10,000) to be paid at end of November 2022.

[...]

h. The Head Coach and his spouse shall be entitled to return tickets per year to France. These comprise; 2 business class and 2 economy class tickets. This ticket entitlement is not transferrable and if not utilized within a year it will not be carried forward to the following year.



- 3. On 28 December 2022, and following missed payments by the Claimant in the amount of USD 25,000 (which was comprised of the sign-on fees for October 2021 and November 2021, and the December 2021 salary) as well as the Claimant's failure to book a flight ticket for the Respondent's spouse pursuant to the 2021 Employment Agreement, the Respondent sent a default notice to the Claimant.
- 4. On 10 March 2022, the Respondent filed a claim against the Claimant before the Players' Status Chamber (hereinafter: *the Chamber* or *PSC*) for overdue payables and breach of contract (hereinafter the "*PSC Claim*"). The Respondent demanded payment of the outstanding amount of USD 25,000, plus an additional USD 120,000 for the residual value of the contract (the residual value was comprised of USD 40,000 in signing bonuses due for 2022/2023 and the salary left for the remaining months).
- The PSC determined that the Respondent terminated the contract with just cause and ordered the Claimant to pay the Respondent USD 25,000 in outstanding remuneration plus USD 120,000 as compensation for the breach of the employment agreement (hereinafter the "PSC Decision").

## **Prior Disciplinary Proceedings**

- 6. After the PSC Decision, wherein the Claimant was ordered to pay USD 145,000 for the outstanding payments and amounts remaining on the contract, the Respondent failed to pay the amounts within 45 days.
- 7. Subsequently, at the Respondent's request, the matter was submitted to the FIFA Disciplinary Committee on 28 July 2022 (hereinafter, the "Disciplinary Procedure").
- 8. FIFA imposed a transfer ban on the Claimant, prohibiting the Claimant from registering new players until it has paid the amount due (hereinafter, the "Disciplinary Decision").

## **Current Proceedings**

- 9. On 17 August 2022, following the Disciplinary Decision, the Parties entered into a new employment contract (hereinafter, "2022 Employment Agreement") for a term of 1 August 2022 through 31 July 2023, in which the Claimant undertook to pay the Respondent *inter alia* the following remuneration:
  - a. The Club shall pay to the Head Coach a monthly net salary as follows:
    - i. Five Thousand US Dollars (USD 5,000) for July 2022 salary.
    - ii. From August 2022 to July 2023, the Club shall pay to the Head Coach a monthly net salary of Seven Thousand US Dollars (USD 7,000).

The club shall not unreasonably delay the salary beyond the 10<sup>th</sup> day of the following month



- b. The head coach shall earn a signing fee paid as follows:
  - i. Three Thousand US Dollars (US\$3,000) in August 2022.
  - ii. Payment of the balance of Thirteen Thousand US Dollars (USD 13,000) to be paid before December 1st, 2022.

[...]

10. On 11 August 2023 the Parties entered into a Settlement Agreement (hereinafter, the "2023 Settlement Agreement") in reference to the PSC Decision, wherein the Parties agreed as follows:

#### WHEREAS:

- A. The [Respondent] filed an Employment Claim against the [Claimant] with the FIFA Player Status Tribunal, Ref No. FPSD-5422.
- B. The Tribunal awarded the [Respondent] at[sic] total of USD 145,000.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

- 1. The Award by the Tribunal shall be settled by the Club as follows:
  - a. USD 55,000 (Fifty-five thousand US Dollars) to be paid within Twenty-Four (24) hours from the date of signing this agreement;
  - b. A further USD 27,000 (Twenty-seven thousand US Dollars) shall be paid by close of business on Monday, August 14, 2023, after receiving a grant from the Ministry of Youth Affairs, Sports and the Arts. The stated figure consists of USD 7,000 (Seven thousand US Dollars) which is the outstanding salary due July 30<sup>th</sup>, 2023.
  - c. USD 40,000 (Forty thousand US Dollars) will be paid on or before 5<sup>th</sup> December 2023; and
  - d. USD 30,000 (Thirty thousand US Dollars) will be paid on of before 5<sup>th</sup> March 2024.
  - e. All the amounts mentioned here are net of any taxes and charges.

[...]

- 4. Upon payment of the amounts in (a) and (b) above, the Claimant shall within Twenty-Four (24) hours file a notification with FIFA demonstrating settlement of the dispute to enable the lifting of the ban on the Club.
- 5. The parties will file this settlement agreement with the FIFA Players' Status Tribunal which must approve it in order to make it valid and official.
- 6. This agreement must be signed by the club and the coach and notified to FIFA and CAF by one to[sic] the two parties.
- 11. Following the Disciplinary Decision and the execution of the 2022 Employment Contract, the Claimant paid the Respondent the signing fees of USD 16,000 pursuant to clause 6(b)



- of the 2022 Employment Agreement. The first payment was made 18 August 2022, and the remaining payments followed on 21 December 2022.
- 12. In lieu of the salary under the 2022 Employment Agreement (i.e., USD 7,000 per month for a total of USD 84,000), the Claimant made payments to the Respondent amounting to a total of USD 77,000.
- 13. For the final, outstanding payment of USD 7,000 for the July 2023 salary, the Claimant noted in its balance sheet: "Paid with the new Contract. No amount owed."
- 14. The Claimant made a further payment for USD 1,385 for bonuses and phone allowance.
- 15. The Chamber took note that the above payments were not disputed by the parties.
- 16. Prior to the conclusion of the 2022/2023 sporting season, and with the Claimant's permission, the Respondent left the Club.
- 17. On 11 August 2023, the Parties entered into the above described 2023 Settlement Agreement and notified the FIFA Disciplinary Committee accordingly. Consequently, the transfer ban previously imposed under the Disciplinary Decision was lifted, and the disciplinary proceedings were closed 14 August 2023.
- 18. The parties do not dispute that USD 93,000 in salary and signing fees were paid by the Claimant pursuant to the 2022 Employment Agreement. Furthermore, the parties do not dispute, that the Claimant has paid to the Respondent USD 82,000 of the USD 152,000 due under the 2022 Settlement Agreement.

## II. Proceedings before FIFA

19. On 4 December 2023, the Claimant filed the claim at hand before FIFA. A brief summary of the position of the parties is detailed in continuation.

## a. Position of the Claimant

- 20. According to the Claimant, as part of executing the 2022 Employment Agreement, the Respondent had promised to withdraw the Disciplinary Procedure upon the draft of a new employment contract for the 2022/2023 sporting season, and that, despite being employed and paid for such 2022/2023 sporting season, the Respondent did not initiate such withdrawal proceedings.
- 21. The Claimant asserts that the Respondent made promises in writing, both via WhatsApp messages in August 2022, as well as in an email dated 19 December 2022.



## 22. The WhatsApp messages purportedly sent by the Respondent read as follows:

## [date unspecified]

Good morning. As i would like all of us to be on the same page, i send this message to everyone. As i told you during the zoom meeting on July 15th, regarding last year's issues and the decision of FIFA, I will withdraw my case to FIFA and coming back to Kenya when the new contract will be drafted and signed, and the entire sign on fees (40.000\$) paid. This is the only clause of the contract which needs to be amended.

You also have to make my work permit and book my wife's ticket as agreed.

Let's make things quickly please.

I am supposed to fly next friday but if those issues are not fixed, you will have to postpone my departure and it will be a waste of time. Regards. [12:24 PM]

## [August 10, 2022]

Morning . For total clarity I am sending you the message i sent this morning to the Chairman .

Dan, we had this zoom meeting almost 1 month ago. Nothing has been done: no work permit, no special pass, no draft of the contract, no ticket for my wife ... I was already very patient and flexible with all the issues we faced last season. FIFA'S statement is very clear! You know that i am ready to withdraw this case but only when you will send me a draft of the new contract and 20.000\$ before my departure (I even dont ask for the toal amount of my sign of fees right now). You know that i am a man of his word but i will be uncompromising on those points. I want those matters to be done before i take my flight. I dont want to live in the same situation than last season. Nothing has yet been published on my social networks regarding those problems and it is for the good of the club and yourselves. So the best option is to postpone my flight by a week in order for the club to do what is necessary.

[9:50 AM]

23. The 19 December 202 email purportedly sent by the Respondent read as follows:

Good afternoon,

I sent all of you a message on WhatsApp 2 days ago regarding the 13.000\$ which was to be paid before December 1st.

We are in december 19th and this amount has not been paid yet . I am expecting this wire to be done asap .

As i always said, i will withdraw my case to FIFA when the entire sign on fees' amount will be paid.

Regards

Patrick AUSSEMS



- 24. The Claimant explained that it did not submit the 2022 Employment Agreement to the FIFA Disciplinary Committee directly because the Respondent and Claimant had agreed that it would be the Respondent who was to communicate the withdrawal of the Disciplinary Procedure and the Claimant relied on this promise by the Respondent to follow through with this action.
- 25. The Claimant asserted that it only realized the following year, after the parties did not come to an agreement for a renewed 2023/2024 season contract that the Respondent had neither communicated the 2022 Employment Agreement to FIFA nor withdrawn the Disciplinary Procedure.
- 26. To be able to lift the transfer ban for the 2023/2024 season, the Claimant sought to form and sign a 2023 Settlement Agreement.
- 27. The Claimant alleges that as a result of signing this 2023 Settlement Agreement, it consequently was expected twice for the same obligation, once the payments remitted under the 2022 Employment Agreement and again under the 2023 Settlement Agreement.
- 28. The requests for relief of the Claimant were that USD 100,000 paid to the Respondent pursuant to the 2022 Employment Agreement be reimbursed.

## b. Position of the Respondent

- 29. The Respondent countered the Claimant's representation in the claim by arguing that, since the beginning of their working relationship, all important documents relating to such relationship were formalized in writing and signed by the parties.
- 30. The Respondent went on to state that there was indeed a formalized agreement relating to the payment plan which enabled the Club to have its transfer ban lifted.
- *31.* Further, the Respondent claimed the following:

En outre, lors de la prolongation du contrat pour les saisons 2022-2023, le club n'a pas voulu prendre en considération la décision de la FIFA car le Board venait de changer suite à des élections et les nouveaux membres élus considéraient que ce problème devait être réglé par les membres de l'ancien Bureau Directeur.

Free translation to English:

"Furthermore, when the contract was extended for the 2022-2023 seasons, the club did not want to take FIFA's decision into consideration, as the Board had just changed following elections, and the newly elected members considered that this problem should be settled by the members of the former Board."



- 32. Additionally, the Respondent acknowledged that when the Claimant sought to renew the Respondent's contract for the 2023/2024 sporting season, the parties discussed the possibility of withdrawing from the Disciplinary Procedure in the event that an agreement was reached.
- 33. However, the Respondent explains that the parties were unable to reach terms and therefore there was no written and signed document with regard to the withdrawal of the Disciplinary Procedure.

## c. Rejoinder of the Claimant

- 34. In response to the Respondent's submission, the Claimant reiterated that the Respondent, via WhatsApp messages and email, communicated that the Respondent would withdraw the Disciplinary Procedure if awarded a contract for the 2022/2023 sporting season.
- 35. The Claimant argued that the WhatsApp and email messages were used to discuss the contractual terms and so the Respondent could not now allege that these messages are not official communications.
- 36. The Claimant further denied the claim that the Respondent did not want to consider "FIFA's decision" on account of the change of the Board, because the sanction was imputed to the Respondent not only the previous Club officials.
- 37. The Claimant emphasized that the Respondent did not provide evidence contradicting the Claimant's position that it entered into the 2022 Employment Agreement based on the Respondent's promise to withdraw the Disciplinary Procedure.

## d. Final comments of the Respondent

38. The Respondent argued that the new officials of the Claimant signed the 2022 Employment Agreement with the Respondent after the Claimant failed to comply with the terms of the 2021 Employment Agreement and "[t]his contract" (referring ostensibly to the 2022 Employment Agreement) does not state that any damages relating to the FIFA sanction would be included therein:

le club ne fait pas la différence entre un nouveau contrat à durée déterminée signé par les nouveaux officiels pour la saison 2022-2023 et une décision formelle prise par la FIFA suite au non-respect des engagements du précédent contrat. Ce contrat est un contrat classique de salaires et de primes ; il n'est indiqué nulle part que le contrat englobait des dommages et intérêts (comme ils disent au point 4) se reportant à la sanction de la FIFA

Free translation to English:



the club fails to distinguish between a new fixed-term contract signed by the new officials for the 2022-2023 season and a formal decision taken by FIFA following the failure to respect the commitments of the previous contract. This contract is a classic salary and bonus contract; nowhere does it state that the contract included damages (as they say in point 4) referring to the FIFA sanction.

- 39. The Respondent re-emphasized that the possibility of withdrawing the Disciplinary Procedure was discussed in connection with signing a two-year contract for the 2023/2024 and the 2024/2025 sporting seasons, but only if an agreement was reached, which did not end up being the case.
- 40. The Respondent noted that the email provided by the Claimant where the Respondent promised to withdraw the Disciplinary Procedure upon payment of signing fees, was dated 19 December 2022, four months after the 2022 Employment Agreement was executed.
- 41. The Respondent argued that his 2022 Employment Agreement was merely a standard employment contract for services and bonuses in his work performed for the Claimant for the 2022/2023 sporting season.

## III. Considerations of the Players' Status Chamber

## a. Competence and applicable legal framework

- 42. First of all, the 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 4 December 2023 and submitted for decision on 1 July 2024. 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.
- 43. Subsequently, the members of the Chamber referred to art. 2 par. 1 of the Procedural Rules and observed that in accordance with art. 23 par. 2 in combination with art. 22 lit. c) of the Regulations on the Status and Transfer of Players (June 2024 edition), the Dispute Resolution Chamber is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a French coach and a Kenyan club.
- 44. 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 (June 2024 edition), and considering that the present claim was lodged on 4 December 2023, the May 2023 edition



of said regulations (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance.

## b. Burden of proof

45. 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

46. 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

- 47. The foregoing having been established, the Chamber moved to the substance of the matter, and took note of the fact that the parties strongly dispute that the Claimant relied on promises made by the Respondent which were not honoured and that as a result, the Respondent was unjustly enriched in receiving payment of USD 100,000.
- 48. The Chamber acknowledged the Claimant's allegation that it entered into the 2022 Employment Agreement in return for the Respondent's withdrawal of the Disciplinary Procedure, and it claims to have relied on the Respondent's promise to withdraw the claim, yet discovered upon the close of the 2022/2023 sporting season that the Respondent had not done so. The Chamber further took note of the Claimant's contention that consequently, it had to negotiate the 2023 Settlement Agreement to close the claim and lift the transfer ban.
- 49. However, in the Chamber's view, the contents and wording of the 2022 Employment Agreement and the 2023 Settlement Agreement do not support the above assertions. Furthermore, as reflected in the Respondent's response, the parties had a past practice of formalizing their agreements in writing and executing them. As such, the existing written and binding agreements, duly signed by the parties following the PSC Decision provide the requisite evidence to determine the intent by the Parties for the purpose of this case.



- 50. The Chamber observed that three written and binding documents existed at the basis of this claim: First, the PSC Decision awarding the Respondent USD 145,000 for the breach of the 2021 Employment Contract; Second, the 2022 Employment Agreement wherein the Claimant undertook to pay USD 100,000 to the Respondent and of which it has paid USD 93,000, allocating the remaining USD 7,000 to the "new Contract"; Third, the 2023 Settlement Agreement, wherein the Claimant undertook to pay USD 152,000 to the Respondent, and of which it has paid USD 82,000.
- 51. In this context, the Chamber acknowledged that its task was to determine whether the 2022 Employment Agreement constituted a settlement of the 2022 PSC Decision, and whether consequently, the 2023 Settlement Agreement covered obligations the Claimant already paid.
- 52. The Chamber took note that the 2022 Employment Agreement did not cover the entire amount of the PSC Claim, nor did it correspond to the amounts finally awarded. The Chamber had awarded USD 145,000 for the claim of breach of the initial 2021 Employment Agreement brought by the Respondent in 2022, *i.e.*, the PSC Decision. The 2022 Employment Agreement covered only USD 100,000 of the awarded amount, leaving USD 45,000 owed to the Respondent.
- 53. In continuation, the Chamber noted that, while there is jurisprudence allowing parties to reach post-decision settlement agreements that deviate from the payment schedule awarded by the FIFA bodies, such an agreement must in fact constitute an actual settlement, and then the FIFA Disciplinary Committee must determine whether such settlement agreement constitutes a valid basis for lifting the claim (*cf.* CAS 2019/A/6263 & 6264, Sport Club International v. Udinese Calcio S.p.A. & FIFA, par. 82; PSC decision of 5 April 2022, Marchesin & Uribe, par. 61).
- 54. The Chamber observed that the 2022 Employment Agreement made no reference to the alleged understanding between the parties as to the PSC Claim, nor did it make any mention of the proceedings before the FIFA Tribunal or the Disciplinary Committee. Furthermore, the Chamber noted the Respondent's comments that the 2022 Employment Agreement was a standard salary and bonus contract.
- 55. The Chamber determined that the 2022 Employment Agreement showed only that the intent between the parties was for the Respondent to provide coaching services to the Claimant for the 2022/2023 sporting season in return for remuneration by the Claimant, not as the Claimant claims, to settle the outstanding PSC Decision.
- 56. The Chamber then turned its attention to the Claimant's argument that it was compelled to sign the 2023 Settlement Agreement and pay the Respondent twice for overlapping contractual obligations, *i.e.*, his coaching contract covering the 2022-2023 season.



- 57. The Chamber concluded that the wording and content of the 2022 Employment Agreement suggest that it exists independently from any other payment obligation by the Claimant, as it makes no mention of the amounts awarded by the PSC in 2022.
- 58. The Chamber further found that, unlike the 2022 Employment Agreement, the preamble of the 2023 Settlement Agreement explicitly references the PSC Decision, and states that the subsequently listed payments were payable as a direct consequence to the PSC Claim and the PSC Decision.
- 59. Furthermore, the 2023 Settlement Agreement provided that such agreement will be filed "with the FIFA Players' Status Tribunal which must approve it in order to make it valid and official."
- 60. In continuation, the Chamber determined is that this 2023 Settlement Agreement provided a second opportunity for the Club to include language to express a link between the USD 100,000 paid to Coach under the 2022 Employment Agreement and the PSC Decision, but it again failed to do so.
- 61. The Chamber further took note that, in contrast to the 2022 Employment Agreement, the total sums owed in the 2023 Settlement Agreement, USD 152,000, do appear to reflect the outstanding payment obligation by the Club for the PSC Decision of USD 145,000 and the last payment instalment from the 2022 Employment Agreement of USD 7,000, which was to be paid with the "new Contract." The Chamber thus concluded that the two agreements are cumulative, rather than substituting or supplemental.
- 62. For the sake of completeness, the Chamber recalled the principles of estoppel and *venire contra factum proprium*, which provide that where the conduct of one party has induced legitimate expectations in another party, the first party is estopped from changing its course of action to the detriment of the second party.
- 63. In this respect, the Chamber concluded that the Claimant's purported reliance on the Respondent's statements did not amount to a legitimate expectation. Based on the facts and evidence provided, the Chamber found it was not reasonable for the Claimant to rely exclusively on the Respondent to communicate the 2022 Employment Agreement to FIFA for several months, considering there was in fact no claim to withdraw at the time and there is no indication the Claimant exercised any due care and followed up on the matter in a timely fashion.
- 64. Furthermore, the Chamber recalled once again that the Claimant did not incorporate any reference to its alleged understanding into the 2022 Employment Agreement, and as the apparent drafter of said agreement, the Claimant had ample opportunity to do so.



- 65. Consequently, after considering all the evidence submitted, the Chamber concluded that the Claimant has not demonstrated that it was reasonable or legitimate to rely exclusively on any assertion made by the Respondent, nor has it demonstrated that such asserted reliance on the Respondent's representations has led it to pay the Respondent in excess of what the PSC Decision, the 2022 Employment Agreement, and the 2023 Settlement Agreement establish.
- 66. Taking all the above into consideration, the Chamber concluded that the amounts that were paid to the Respondent were in line with what the parties agreed, no overpayment has been established, and no compensation is owed to the Club. Accordingly, the Chamber found that the claim must be entirely rejected.

## d. Costs

- 67. 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.
- 68. 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.
- 69. Lastly, the DRC concluded its deliberations by rejecting any other requests for relief made by any of the parties.



# IV. Decision of the Players' Status Chamber

- 1. The Football Tribunal has jurisdiction to hear the claim of the claimant, AFC Leopards SC.
- 2. The claim of the Claimant, AFC Leopards SC, is rejected.
- 3. This decision is rendered without costs.

For the Football Tribunal:

**Emilio García Silvero** 

Chief Legal & Compliance Officer



## NOTE RELATED TO THE APPEAL PROCEDURE:

According to article 57 par. 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (CAS) within 21 days of receipt of the notification of this decision.

## NOTE RELATED TO THE PUBLICATION:

FIFA may publish this decision. For reasons of confidentiality, FIFA may decide, at the request of a party within five days of the notification of the motivated decision, to publish an anonymised or a redacted version (cf. article 17 of the Procedural Rules Governing the Football Tribunal).

## **CONTACT INFORMATION**

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