

Decision of the Players' Status Chamber

passed on 4 July 2025

regarding an employment-related dispute concerning the coach Durgue Vidal
Amaro Junior

BY:

Thulaganyo GAOSHUBELWE, South Africa

CLAIMANT:

Durgue Vidal Amaro Junior, Brazil

Represented by PVBT Law

RESPONDENT:

Al Raed, Saudi Arabia

Represented by Pedro Macieirinha

I. Facts of the case

1. The parties to this dispute are:
 - The Brazilian goalkeeper coach, Durgue Vidal Amaro Junior (hereinafter: *the Goalkeeper Coach, the Coach or the Claimant*);
 - The Saudi club, Al Raed (hereinafter: *the Club or the Respondent*), affiliated to the Saudi Arabian Football Federation (SAFF).
2. On 1 July 2024, the Club and Mr Odair Hellmann (hereinafter: *the Head Coach*) entered into an employment contract valid from 1 July 2024 to 30 June 2025. Accordingly, the Head Coach *"will determine as his own discretion, among others: technical direction as coach of the first team of the Club, being the exclusive responsibility of [the Head Coach] the elaboration of the line-ups, making tactical choices during matches and competition, the establishment of the ordinary training days and schedules, the weekly rest days, as well as those other activities that are inherent to the position"*.
3. On the same date, the Club and the Coach entered into an employment contract (hereinafter: *the Employment Contract*), also valid from 1 July 2024 to 30 June 2025 and with an option to extend for an additional season.
4. Pursuant to the Employment Contract, the Coach was employed as *"goalkeeper coach"*.
5. Clauses 1 and 2 of the Employment Contract provided *inter alia* the following, quoted verbatim:

"CLAUSE 1 – APPOINTMENT

(...)

The Coach is entitled to use/exercise all powers and authorities under the national & international professional rules and established practices under the title of coach. The Coach is responsible for and entitled to manage the professional First Team of the Club to the best of his abilities on a full-time basis. All administrative matters including, without limitation, determination of pre-season and mid-season training camps, pre-season and post-season performance evaluation and reporting, disciplinary matters, transfers, determination of transfer budgets, scouting, assigning and revoking administrative staff shall be co-determined by the Coach and the President of the Club.

The Club engages the Goalkeeper coach and his staff as the professional footballer coach of the First Team of the Club only. This means that the Coach can not training on work in any another team of the Club or work on any another position in the Club.

On the other side, [the Coach] will determine as his own discretion, among others: technical direction as coach of the first team of the Club, being the exclusive responsibility of [the Coach] the elaboration of the line-ups, making tactical choices during matches and competition, the establishment of the ordinary training days and schedules, the weekly rest days, as well as those other activities that are inherent to the position”.

(...)

CLAUSE 2 –OBLIGATIONS OF THE Goalkeeper Coach

Under this Contract, the Goalkeeper Coach is obliged in particular to:

- 1) Have sole responsibility for preparation and carrying out of trainings of the First Team and selection of players to be in the squad of the First Team (including selection of players to participate in any match in any competition, in which the First Team is involved);*
- 2) Manage the First Team during all competitions in which First Team participates, including KSA and AFC competitions, to which the First Team will qualify;*
- 3) Manage the training and medical staff of the First Team;*
- 4) Direct involvement in preparation of the First Team to all competitions, in which the First Team participates.*
- 5) Preparation of all training plans for the First Team as well as plans of additional activities and development for its players and members of the coaching staff;*
- 6) Cooperate with the Management Board of the Club, Sport Director of the Club and other persons indicated by the Club;*
- 7) Cooperate with persons indicated by the Club responsible for preparations and management of Club's First team;*
- 8) Take care of a property rendered to him, including i.e., sport equipment, for which he is liable;*
- 9) Take care of his health and physical fitness in maximum meaning and he shall attend the medical examinations, if required;*
- 10) Provide the Club's Management Board with all reasonably requested information or explanation which are connected with the subject matter of the Contract;*
- 11) Be responsible for all trainings, camps, official and friendly games of the Players' of*

the Club's First Team;

12) Observe diligently all agreements concluded by the Club, including but not limited to agreements concluded with Club's technical sponsors, Club's major sponsors and all other sponsors and partners of the Club;

13) Wear sport clothes indicated and delivered by the Club, together with advertisement placed therein, unless the Club agrees otherwise.

14) Accept the use and disposition of his image rights by the Club as coach exclusively in any media and those of his financial rights arising there from by the Club only during his Contract;

15) Accept the following matters but without limitation, without demanding any remuneration or compensation during the term of his employment for the disposition of his visual images (both in motion or not), names or nicknames on the following namely;

- Club's emblem, brand, color or other merchandise goods by the Club (shirt, training suits, scarf, memory stamps, money etc.) or stationeries as determined by the Club,*
- TV, radio, newspapers, magazines, periodical publishing, billboards, panel and etc., owned or controlled directly or indirectly by the Club as to be determined exclusively by the Club".*

6. Clause 5 of the Employment Contract set out the remuneration to be paid by the Club to the Coach for the entire contractual period, totalling USD 72,000 net, payable in 12 monthly instalments of USD 6,000 net each, from July 2024 to June 2025.

7. Clause 8 of the Employment Contract provided *inter alia* the following:

"CLAUSE 8-TERMINATION OF THE CONTRACT.

I. Season 2024/2025 (July 1, 2024, until June 30, 2025):

A- Both parties have the right to terminate this contract before its expiration and for any reason, provided that the counterparty receives the following compensation:

The party that terminates the contract must pay the other party the equivalent of all monthly salaries until June 30, 2025, as a penalty clause with mutual consent (for example, if the Club terminates this Agreement on January 31, 2025, the Club will pay to the Goalkeeper Coach this agreed fine in the amount of USD 80,000 NET because this amount represents the equivalent of all monthly salaries until June 30, 2025).

B- If the Club terminates the contract with the Goalkeeper Coach his team's contracts will also be automatically terminated, and the Club will pay its employees the penalty clause mentioned in each employee's Contract, which is the same as that of the head coach.

C- If the Goalkeeper Coach terminates his contract with the Club, his employees' contracts will be automatically terminated."

8. On an unspecified date, the parties also signed an Appendix to the Employment Contract (hereinafter: *the Appendix*), whereby they agreed to increase the Coach's remuneration from November 2024 onwards.
9. According to the terms of the Appendix, the Coach would be entitled to eight monthly instalments of USD 8,000 net each, from November 2024 to June 2025.
10. According to the Coach, the Club terminated the Employment Contract without just cause on 31 March 2025.
11. On 11 April 2025, the Coach and the other members of his coaching staff sent the Club a default notice, acknowledging that the Club had decided to terminate their contracts. In particular, the Coach claimed his outstanding remuneration and compensation for breach of contract as follows:
 - Overdue payables: USD 32,000
 - Compensation: USD 24,000
 - **Total:** USD 56,000
12. The Coach requested that the Club remedy the situation within ten days.
13. The Coach informed that he remained unemployed following the termination of the Employment Contract.

II. Proceedings before FIFA

14. On 14 May 2025, the Coach filed the claim at hand before FIFA. A summary of the parties' respective positions is detailed below.

a. Position of the Coach

15. In his claim, the Coach initially referred to clause 2 of the Employment Contract, claiming that his obligations met those set out in the definition no. 28 of the Regulations on the Status and Transfer of Players (hereinafter: *the Regulations*) for the definition of a coach. Furthermore, he argued that, as the dispute had an international dimension, it fell within the Football Tribunal's jurisdiction (*cf.*, art. 22, par. 1, lit. c) of the Regulations).

16. Regarding the substance, the Coach claimed that the Club had unlawfully terminated the Employment Contract in March 2025, and that the Club was therefore liable for his outstanding remuneration and compensation for breach of contract, as follows:

- Outstanding remuneration: salary for the months between December 2024 and March 2025, totalling USD 32,000;
- Compensation: salary for the months between April and June 2025, totalling USD 24,000 (*cf.*, clause 8 of the Employment Contract).

17. The Coach submitted the following relief:

"24. Based on the facts, arguments, legal grounds, and evidence brought herein, the Claimant hereby requests the honorable Players' Status Chamber of the Football Tribunal to admit this claim and pass a decision:

a. Condemning the Respondent to pay:

- i. US\$ 8,000 as overdue salary for December 2024, increased by interests on default at the rate of 5% (five percent) per annum as from 01 January 2025;*
- ii. US\$ 8,000 as overdue salary for January 2025, increased by interests on default at the rate of 5% (five percent) per annum as from 01 February 2025;*
- iii. US\$ 8,000 as overdue salary for February 2025, increased by interests on default at the rate of 5% (five percent) per annum as from 01 March 2025;*
- iv. US\$ 8,000 as overdue salary for March 2025, increased by interests on default at the rate of 5% (five percent) per annum as from 01 April 2025; and*
- v. US\$ 24,000 as compensation for the early termination of the Contract without cause by the Club, increased by interests on default at the rate of 5% (five percent) per annum as from 01 April 2025.*
- vi. all costs associated with this dispute.*

And,

- b. In accordance with §2 and §4 of article 7 of Annexe 02 of the RSTP, imposing further financial and sportive sanctions it may deem appropriate to the Respondent for unlawfully breaching the Contract and its continued and unjustified delay in performing its payment obligations.*

b. Position of the Club

18. On 4 June 2025, the Club submitted its response to the claim.
19. Firstly, the Club argued that the Coach had never provided them with a copy of his coaching license, meaning that the Football Tribunal does not have jurisdiction over this case.
20. Regarding the substance, the Club denied the Coach's claim for compensation for breach of contract, stating that there was no evidence of termination on file. Consequently, the Club requested that the claim be rejected.
21. Alternatively, the Club claimed that any future employment contract should be taken into account when calculating the compensation. The Club also suggested that the parties had entered into a group contract that was not recognized in FIFA's jurisprudence.
22. The Club requested the following relief, quoted *verbatim*:

"A) The claim shall be rejected.

B) The Respondent shall not be condemned to pay the amounts of:

- i) US\$ 8,000 as overdue salary for December 2024, increased by interests on default at the rate of 5% (five percent) per annum as from 01 January 2025;*
- ii) US\$ 8,000 as overdue salary for January 2025, increased by interests on default at the rate of 5% (five percent) per annum as from 01 February 2025;*
- iii) US\$ 8,000 as overdue salary for February 2025, increased by interests on default at the rate of 5% (five percent) per annum as from 01 March 2025;*
- iv) US\$ 8,000 as overdue salary for March 2025, increased by interests on default at the rate of 5% (five percent) per annum as from 01 April 2025; and*
- v) US\$ 24,000 as compensation for the early termination of the Contract without cause by the Club, increased by interests on default at the rate of 5% (five percent) per annum as from 01 April 2025.*

C) The total value of the employment contract signed between the Claimant and Brazilian Club Athletico Paranaense, shall be deducted in a eventual compensation due, pursuant to article 6 from Annexe 2 of FIFA RSTP.

D) No sporting sanctions shall be applied to the Respondent."

III. Considerations of the Players' Status Chamber

a. Competence and applicable legal framework

23. First of all, the Single Judge of the Players' Status Chamber (hereinafter: *the Single Judge*) analysed whether he was competent to deal with the case at hand. In this respect, he took note that the present matter was presented to FIFA on 14 May 2025 and submitted for decision on 4 July 2025. Taking into account the wording of arts. 31 and 34 of the January 2025 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.
24. Furthermore, the Single Judge referred to art. 2 par. 1 of the Procedural Rules and observed that in accordance with art. 23 par. 2 in combination with art. 22 par. 1 lit. c) of the Regulations (January 2025 edition), the Players' Status Chamber is, in principle, competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a Brazilian coach and a Saudi club.
25. At this point, the Single Judge noted that the Club disputed the Football Tribunal's jurisdiction in this case, claiming that the Claimant was not a "coach" in accordance with the FIFA regulations.
26. Notwithstanding the above, the Single Judge found that:
 - The Coach was referred to as a "goalkeeper coach" in the Contract, which was already considered a football-specific role in accordance with the consistent jurisprudence;
 - The tasks assigned to the Coach, although seemingly general, included football-specific duties, such as training and selecting players;
 - The Club merely disputed the Coach's role and license without providing any counterevidence.
27. Consequently, and in balance, the Single Judge decided that the Claimant sufficiently demonstrated that he was employed as a coach *in lieu* of the definition no. 28 of the Regulations.
28. As a result, the Single Judge ruled that the Football Tribunal had jurisdiction over this matter (*cf.*, art. 22, par. 1, lit. c) of the Regulations).
29. Subsequently, the Single Judge analysed which regulations should be applicable as to the substance of the matter. In this respect, he confirmed that, in accordance with art. 29 of

the Regulations, the January 2025 edition of the Regulations is applicable to the matter at hand as to the substance.

b. Burden of proof

30. The Single Judge recalled the basic principle of burden of proof, as stipulated in art. 13 par. 5 of the Procedural Rules, according to which a party claiming a right on the basis of an alleged fact shall carry the respective burden of proof. Likewise, the Single Judge stressed the wording of art. 13 par. 4 of the Procedural Rules, pursuant to which he may consider evidence not filed by the parties, including without limitation the evidence generated by or within the Transfer Matching System (TMS).

c. Merits of the dispute

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

i. Main legal discussion and considerations

32. The Single Judge then moved to the substance of the matter, noting that it concerned a claim for breach of contract brought by a coach against the club.
33. The Single Judge acknowledged that the Coach claimed that the Club terminated the Contract on 31 March 2025 without just cause. Consequently, he requested that he be awarded both outstanding remuneration and compensation for breach of contract.
34. The Club disputed the claim because the Coach had not proven his position regarding the termination. Furthermore, the Club also opposed to the amount of compensation and its calculation.
35. In this context, the Single Judge decided that his task was to rule on the cause of termination and its consequences.

A. TERMINATION

36. As a starting point, the Single Judge observed that the Coach stated the following in his claim, quoted *verbatim*:

"9. On 31 March 2025, the Club unlawfully terminated the Coach's contract without cause. At that point, the Coach had four overdue salaries, from December 2024 to March 2025.

10. On 11 April 2025, the Coach (together with [the Head Coach] his training staff) issued a collective notice of default, requesting the Club to pay him, individually, US\$ 56,000, corresponding to his salaries for the months of December 2024, January, February and March 2025, as well as compensation for early termination, as established under clause 8 of the Contract (the 'Notice of Default').

11. The notice was dully received and ignored by the Club, which remains in default towards the Coach, prompting the submission of this claim to the PSC."

(emphasis added by the Single Jude)

37. According to the Single Judge, although the Coach provided a copy of the abovementioned "notice of default", he failed to submit any further evidence regarding the termination. In particular, the Coach did he explain how, when or on what grounds the Club supposedly terminated his Contract. In fact, the Single Judge found it decisive that the only evidence provided was the default notice, which acknowledged that the Club had communicated with him (and the other members of the Head Coach's coaching staff) in this respect.
38. In light of the above, the Single Judge accepted the Club's position that the burden of proof lies with the party asserting a fact. The Single Judge also considered that, in this case, the burden of proving the termination was on the Coach, but he was unable to discharge it.
39. Consequently, and in the absence of any convincing evidence by the Coach to support the unilateral termination by the Club, the Single Judge decided that the parties departed from the execution of the Contract in March 2025. Similarly, the Single Judge established that the Coach could not corroborate that such a departure / termination occurred at the Club's initiative.
40. Therefore, the Single Judge rejected the Coach's position in this respect.

B. CONSEQUENCES

41. Having considered the above, the Single Judge concluded that the Coach was not entitled to any compensation for breach of contract.
42. However, the Single Judge determined that he should be entitled to his outstanding salary up to the termination date (*i.e.*, until March 2025).
43. According to the Single Judge, the Coach claimed, and the Club did not dispute, that his salary for the months from December 2024 to March 2025 was outstanding. Therefore, the

Single Judge ruled that he be entitled to these sums, plus interest from the day after the respective due dates, as follows:

- USD 8,000 for the December 2024 salary, plus 5% interest *p.a.* from 1 January 2025;
- USD 8,000 for the January 2025 salary, plus 5% interest *p.a.* from 1 February 2025;
- USD 8,000 for the February 2025 salary, plus 5% interest *p.a.* from 1 March 2025; and
- USD 8,000 for the March 2025 salary, plus 5% interest *p.a.* from 1 April 2025.

ii. Compliance with monetary decisions

44. Finally, taking into account the applicable Regulations, the Single Judge referred to art. 8 par. 1 and 2 of Annexe 2 of the Regulations, which stipulate that, with its decision, the pertinent FIFA deciding body shall also rule on the consequences deriving from the failure of the concerned party to pay the relevant amounts of outstanding remuneration and/or compensation in due time.
45. In this regard, the Single Judge highlighted that, against clubs, the consequence of the failure to pay the relevant amounts in due time shall consist of a ban from registering any new players, either nationally or internationally, up until the due amounts are paid. The overall maximum duration of the registration ban shall be of up to three entire and consecutive registration periods.
46. Therefore, bearing in mind the above, the Single Judge decided that the Club must pay the full amount due (including all applicable interest) to the Coach within 45 days of notification of the decision, failing which, at the request of the Coach, a ban from registering any new players, either nationally or internationally, for the maximum duration of three entire and consecutive registration periods shall become immediately effective on the Club in accordance with art. 8 par. 2, 4, and 7 of Annexe 2 of the Regulations.
47. The Club shall make full payment (including all applicable interest) to the bank account provided by the Coach in the Bank Account Registration Form, which is attached to the present decision.
48. The Single Judge recalled that the above-mentioned ban will be lifted immediately and prior to its complete serving upon payment of the due amounts, in accordance with art. 8 par. 8 of Annexe 2 of the Regulations.

d. Costs

49. The Single Judge referred to art. 25 par. 1 of the Procedural Rules, according to which *"Procedures are free of charge where at least one of the parties is a player, coach, football agent, or match agent"*. Accordingly, the Single Judge decided that no procedural costs were to be imposed on the parties.
50. Likewise, and for the sake of completeness, the Single Judge recalled the contents of art. 25 par. 8 of the Procedural Rules and decided that no procedural compensation shall be awarded in these proceedings.
51. Lastly, the Single Judge concluded his deliberations by rejecting any other requests for relief made by any of the parties.

IV. Decision of the Players' Status Chamber

1. The claim of the Claimant, Durgue Vidal Amaro Junior, is partially accepted.
2. The Respondent, Al Raed, must pay to the Claimant the following amount(s):
 - **USD 8,000 as outstanding remuneration** plus 5% interest *p.a.* as from 1 January 2025 until the date of effective payment;
 - **USD 8,000 as outstanding remuneration** plus 5% interest *p.a.* as from 1 February 2025 until the date of effective payment;
 - **USD 8,000 as outstanding remuneration** plus 5% interest *p.a.* as from 1 March 2025 until the date of effective payment;
 - **USD 8,000 as outstanding remuneration** plus 5% interest *p.a.* as from 1 April 2025 until the date of effective payment.
3. Any further claims of the Claimant are rejected.
4. Full payment (including all applicable interest) shall be made to the bank account indicated in the **enclosed** Bank Account Registration Form.
5. Pursuant to art. 8 of Annexe 2 of the Regulations on the Status and Transfer of Players, if full payment (including all applicable interest) is not made **within 45 days** of notification of this decision, the following **consequences** shall apply:
 1. The Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of the ban shall be of up to three entire and consecutive registration periods.
 2. The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not made by the end of the three entire and consecutive registration periods.

6. The consequences **shall only be enforced at the request of the Claimant** in accordance with art. 8 par. 7 and 8 of Annexe 2 and art. 25 of the Regulations on the Status and Transfer of Players.
7. 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 art. 50 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., art. 17 of the Procedural Rules Governing the Football Tribunal).

CONTACT INFORMATION

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