Decision of the Dispute Resolution Chamber

passed in Zurich, Switzerland, on 31 August 2017,

in the following composition:

Geoff Thompson (England), Chairman
Wouter Lambrecht (Belgium), member
Todd Durbin (USA), member
Theo van Seggelen (Netherlands), member
Takuya Yamazaki (Japan), member

on the matter between the club,

Club A, Country B,

as *Claimant*

and the player,

Player C, Country D

as *Respondent I*

and the club,

Club E, Country D

as *Respondent II*

regarding an employment-related dispute
between the parties

I. Facts of the case

1. On an unspecified date, the Player of Country D, Player C (hereinafter: the *player* or the *Respondent I*), born on 18 July 1992, and the Club of Country B, Club A (hereinafter: *Club A* or the *Claimant*) concluded a "*Professional Player's Transfer Contract*", valid as from 19 July 2016 until 31 May 2018.

2. Pursuant to the Professional Player's Transfer Contract, the Respondent I was entitled to receive the following remuneration:
   - 2016-17 season: EUR 700,000;
     - EUR 280,000 as advance payment payable within seven days after the issuance of the International Transfer Certificate;
     - EUR 210,000 payable in ten monthly instalments of USD 21,000 between August 2016 and May 2017;
     - EUR 210,000 "partitioned by 34 league Matches thus 6.176 (…) EURO will be due following month of per 4 four matches that the Respondent I participated in and will be paid in 2016 – 2017 season;
   - 2017-18 season: EUR 770,000;
     - EUR 308,000 as "*guaranteed receivable*" due on 30 July 2017;
     - EUR 231,000 payable in ten monthly instalments of USD 23,400 "*between August 2016 and May 2017*";
     - EUR 231,000 "partitioned by 34 league Matches thus 6.794 (…) EURO will be due following month of per 4 four matches that the Respondent I participated in and will be paid in 2016 – 2017 season.

3. Special Provision a) of the Professional Player's Transfer Contract specifies that "[t]*his Contract shall be only valid and enter into force on the condition that the International Transfer Certificate is sent by the appropriate Football Association to the Football Association of Country B*".

4. On 19 and 20 July 2016, Club A sent an e-mail to the Respondent I's former club, Club E (hereinafter: *Club E* or the *Respondent II*), asking the latter to provide it with the documents necessary for the International Transfer Certificate (ITC) to be requested.

5. On the same date, Club E informed Club A that its request had been forwarded to its "*official department*".

6. By means of a correspondence dated 18 July 2016, apparently received on 22 July 2016, the Respondent I informed Club A of the following:
   "*I* [the Respondent I] *with a contract of two years from the date 19.07.2016 (19 July 2016) I have signed on this date 18 July 2016 due to the coup and insecurity in the country and some other stuff it with my termination*".

7. On 22 July 2016, Club A sent a correspondence to the Respondent I, rejecting the termination of the contractual relationship and requesting the latter to resume duties within two days.

8. On the same date, Club A issued a formal notice, requesting the Respondent I to provide it with the document necessary to complete the registration process of the "*Professional Football Player Agreement*".

9. On 23 July 2016, Club A reiterated its previous request to Club E.

10. On the same date, Club E informed Club A that it had signed an employment contract with the Respondent I.

11. On 1 September 2016, the Claimant lodged a claim in front of FIFA against the Respondent I and Club E, requesting the amount of EUR 2,000,000 as compensation as well as the imposition of sporting sanctions on the Respondent I and Club E in view of the unjustified termination of the contract by the Respondent I.

12. The Claimant details its damage as follows:
- EUR 1,500,000 corresponding to the estimated resale value of the Respondent I;
- EUR 500,000 as additional compensation for the damage caused to its reputation.

13. In his reply to the claim, the Respondent I alleges that the validity of the Professional Player's Transfer Contract was subject to the issuance of the ITC in favour of the Football Federation of Country B (Football Federation F). In this respect, the Respondent I emphasises that the ITC was not requested by the Football Federation F and that therefore, the Professional Player's Transfer Contract never entered into force. In support of his assertion, the Respondent I points out that the first payment due in accordance with the Professional Player's Transfer Contract was conditional to the issuance of the ITC. In this respect, the Respondent I explains that on 27 June 2016, he travelled to Country B and signed Professional Player's Transfer Contract. The Respondent I however sustains that he was only there on trials, which is the reason why Club A did not request the ITC at that time.

14. Furthermore, the Respondent I argues that the Professional Player's Transfer Contract did not come into effect since he "*announced* [his] *departure from the club*", the day before its date of entry into force.

15. The Respondent I further alleges that the mention "*other stuff*" in his correspondence dated 18 July 2016 (cf. point 6) actually refers to the unenforceability of the Professional Player's Transfer Contract.

16. The Respondent I then explains that the Claimant did not take his passport, document that would have been necessary for the registration process.

17. In addition, the Respondent I points out that during the twenty days he spent in Country B, two "*tragedies*" happened, *i.e.* an explosion at the airport and an attempted coup d'état.

18. Regarding the amount of compensation claimed, the Respondent I asserts that his initial plan was to stay at Club A until the expiry of the contractual period and then leave as a free agent. Therefore, the Respondent I argues that the Claimant would not have received any transfer compensation.

19. Moreover, the Respondent I outlines that during his twenty days in Country B, he lost the chance to negotiate with other Clubs of Country D and was therefore obliged to "*accept a contract worth EUR 300,000 per year only, instead of EUR 700,000 as established in the contract with Club A*".

20. In its reply to the claim, Club E first explains that on 20 June 2016 allegedly, unaware of the ongoing negotiations between the Respondent I and Club A, it signed an agreement with the Respondent I. Club E asserts that on 18 July 2016, the parties formalised the agreement in a proper employment contract, which was registered at the League. In this regard, Club E emphasises that the date of registration of its contract with the Respondent I precedes that of the agreement signed between the Respondent I and the Claimant.

21. In continuation, Club E affirms that the Professional Player's Transfer Contract only constitutes a Memorandum of Understanding, the validity and enforceability of which was subject to the issuance of the ITC. Club E points out that in its notice dated 22 July 2016, Club A used the word agreement and not contract.

22. In its replica, the Claimant emphasises that the Respondent I's contract with Club E expired at the end of the 2015-16 season, *i.e.* on 20 May 2016. Following this date, the Respondent I travelled to Country B and signed a "*declaration of signature*", *i.e.* a document that authenticates his further signature of the employment contract, before a notary public on 28 June 2016.

23. Subsequently, the Claimant states that the Respondent I left Country B on 16 July 2016, alleging that he was called up by the national team and would take advantage of it to bring his remaining belongings to City G.

24. In continuation, Club A questions why Club E only informed it on 23 July 2016 that it had signed an employment contract with the Respondent I and not already on 20 July 2016, *i.e.* when it replied to the first e-mail.

25. Furthermore, the Claimant outlines that the Respondent I implicitly acknowledged that the contract with Club E was posterior when stating that that his twenty days in Country B obliged him to accept a contract of a lower value.

26. Having said this, Club A argues that the Professional Player's Transfer Contract contains all the *essentialia negotii* and stresses that the validity of an employment contract cannot be made conditional upon the execution of administrative formalities. Moreover, Club A points out that gathering the documentation necessary for the ITC to be requested takes time, which explains why the ITC was not requested directly after the signature of the contract.

27. Regarding the amount of compensation, Club A asserts that it transferred another player as replacement for the amount of EUR 1,425,000 during the following registration period. In addition, Club A claims the amount of EUR 575,000 as specificity of sport.

28. In his final comments, the Respondent I further reiterates his previous argumentation, stressing that Special Provision a) of the Professional Player's Transfer Contract constitutes an essential clause to the contract. The Respondent I further points out that he did not receive any money during the twenty days he practiced with Club A.

29. In continuation, the Respondent I explains that if he had been bound to the club and called up by the national team, Club A would have received an official request from the Football Federation of Country D, *quod non*.

30. As to the amount requested by the Claimant, the Respondent I outlines that the amount paid by the Claimant in order to transfer a new player constitutes a subjective criteria which cannot be taken into considering when determining the amount of compensation.

31. In its final comments, Club E argues that the instability in Country B constituted a *force majeure*.

32. Club E also points out that the Respondent I reportedly expressed his intention to terminate the contractual negotiations on 17 July 2016, *i.e.* before the entry into force of the "*agreement*" signed with the Club A.

33. As to the sporting sanction, Club E questions how it could have induced the Respondent I to breach the contract by offering him less than half of the salary he was entitled to receive with Club A. Furthermore, Club E alleges that the Respondent I's agent confirmed it that the Respondent I had not entered into a valid employment contract with Club A.

34. Having been invited to do so, the Respondent I submitted a copy of an employment contract concluded between himself and Club E dated 20 June 2016. The employment contract is valid as from its date of signature until the end of the 2017-18 season and provides for the following remuneration:
- 2016-17 season: 9,000,000,000 (approx. EUR 260,000) ;
- 2017-18 season: 9,900,000,000 (approx. EUR 290,000).

II. Considerations of the Dispute Resolution Chamber

1. First of all, the Dispute Resolution Chamber (hereinafter also referred to as *Chamber* or *DRC*) analysed whether it was competent to deal with the matter at hand. In this respect, it took note that the present matter was submitted to FIFA on 1 September 2016. Consequently, the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (edition 2015; hereinafter: *Procedural Rules*) are applicable to the matter at hand (cf. art. 21 of the Procedural Rules).

2. Subsequently, the members of the Chamber referred to art. 3 par. 1 of the Procedural Rules and confirmed that in accordance with art. 24 par. 1 in combination with art. 22 lit. b of the Regulations on the Status and Transfer of Players (edition 2017), 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 Club of Country B, an Player of Country D and an Club of Country D.

3. Furthermore, 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 (edition 2017), and considering that the present claim was lodged on 1 September 2016, the 2016 edition of said regulations (hereinafter: *Regulations*) is applicable to the matter at hand as to the substance.

4. The competence of the Chamber and the applicable regulations having been established, the Chamber entered into the substance of the matter. In this respect, the Chamber started by acknowledging all the above-mentioned facts as well as the arguments and the documentation submitted by the parties. 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.

5. In view of the allegations and arguments presented by the parties involved in the present matter, the Chamber underlined that in order to be able to establish as to whether, as claimed by Claimant, a breach of contract had been committed by the

Respondent I, it should first of all pronounce itself on the issue of the validity of the "*Professional Player's Transfer Contract*", which was signed by and between the Claimant and the Respondent I.

6. In this context, the Chamber duly noted that whereas the Respondent I has not contested that he signed a document, both Respondents hold that the document cannot be considered as valid since in accordance with its Special Provision a), its validity was subject to the issuance of the ITC in favour of the Football Federation of Country B. In particular, the Respondents point out that the Football Federation of Country B has never requested the ITC from the Football Federation of Country D and that, therefore, the "*Professional Player's Transfer Contract*" did not come into force.

7. In this respect, the DRC considered relevant to recall its jurisprudence in accordance with which the validity of an employment contract cannot be made conditional upon the execution of (administrative) formalities, such as, but not limited to, the registration procedure in connection with the international transfer of a player, which are of the sole responsibility of one party and on which the other party has no influence.

8. Having stated the aforementioned, the Chamber highlighted that, in order for an employment contract to be considered as valid and binding, apart from the signature of both the employer and the employee, it should contain the *essentialia negotii* of an employment contract, such as the parties to the contract and their role, the duration of the employment relationship and the remuneration payable by the employer to the employee, *i.e.* respectively, the Claimant and the Respondent I.

9. After a careful study of the disputed document, the Chamber concluded that all such essential elements are included in the pertinent employment contract, in particular, the fact that the contract establishes that the Respondent I has to render his services to the Claimant during a fixed period of time as a football player, which, in exchange therefor, has to pay to the Respondent I a remuneration.

10. On account of the foregoing, the Chamber came to the firm conclusion that the arguments of the Respondent I as well as the Respondent II cannot be upheld and that the contract signed by and between the Claimant and the Respondent I was a valid employment contract binding the parties as from 19 July 2016 until 31 May 2018.

11. Having established the above, the members of the Chamber noted that the Claimant, on the one hand, maintains that the contract was terminated by the Respondent I without just cause on 22 July 2016, since the reason brought forward by him, *i.e.* the alleged insecurity in Country B, cannot be considered as a just cause to terminate the contract. The DRC further noted that the Respondent I, on the

other hand, rejects such claim and stated that he actually terminated the contract based on safety reasons, following the attack at City H airport and the attempted coup d'état which occurred between 28 June 2016 and 15 July 2016.

12. In view of the above, the Chamber highlighted that the second disputed point which is needed to address, considering the conflicting positions of the parties, was to determine whether the employment contract had been prematurely and unilaterally terminated with or without just cause by the Respondent I.

13. At this stage, the members of the Chamber deemed appropriate to remark the general principle that contracts ought to be respected, as otherwise, consequences have to be assumed by the relevant party. Further, the DRC took into consideration the content of art. 14 of the Regulations, which provides that "*a contract may be terminated by either party without consequences of any kind (either payment of compensation or imposition of sporting sanctions) where there is just cause*".

14. The Chamber stressed that the definition of just cause and whether just cause exists shall be established in accordance with the merits of each particular case.

15. Furthermore, the Chamber recalled its longstanding and well established jurisprudence which indicates that only a breach or misconduct which is of a certain severity justifies the termination of a contract. In other words, only when there are objective criteria which do not reasonably permit to expect a continuation of the employment relationship between the parties, a contract may be terminated prematurely. Hence, if there are more lenient measures which can be taken in order for an employer to ensure the employee's fulfillment of his contractual duties, and vice versa, such measures must be taken before terminating an employment contract. A premature termination of an employment contract can only ever be an *ultima ratio* measure.

16. With the above in mind, the Chamber highlighted that, in order to better address the disputed points, it had to consider all the relevant circumstances of this specific matter. In doing so, the Chamber duly emphasised that the Respondent I did not seek to contact the Claimant in order to discuss on a possible solution or to request from the latter security guarantees. Far from acting with such caution, the Respondent decided to terminate the contract without notice by means of his letter dated 18 July 2016, received by the Claimant on 22 July 2016.

17. Furthermore, the Chamber deemed it relevant to insist on chronological and geographical considerations. In this regard, the DRC wished to outline that the attack at City H airport occurred on 28 June 2016 whereas the coup d'état was overturned on 15 July 2016. In the Chamber's opinion, the above-mentioned dates clearly demonstrate that when the Claimant drafted his termination letter, and *a*

fortiori when the latter was remitted to the Claimant, *i.e.* 18 and 22 July 2016, the situation in City H and City J was under control.

18. What is more, the members of the Chamber considered it useful to remind the geography of Country B. In particular, the DRC highlighted that the Claimant's headquarters are located in City G, *i.e.* a city lying hundreds of kilometres away from City J and City H where the events described by the Claimant as the cause of his decision occurred.

19. After a thorough examination of all the given circumstances, the Chamber did not concur with the conclusion of the Claimant that he had a just cause to terminate the contract. In particular, the Chamber deemed that, in any case, the sole fact that there might have been political unrest in Country B, *quod non* in the Chamber's view, does not automatically lead to the conclusion that the contract between the Claimant and the Respondent I could no longer be executed; it was also the Respondent I's responsibility to contact the Claimant, in order to discuss whether a solution could be found for the situation in which the Claimant considered it impossible to fulfil his contractual duties, given the fact that he was the party unwilling to further comply with his contractual obligations.

20. At this stage, it did not escape the Chamber's attention that both Respondents allege that a contract was concluded between them on 20 June 2016 (hereinafter: the *Club E contract*), *i.e.* prior to the signature of the contract between the Claimant and the Respondent I. In this respect, while making clear that such a circumstance would by no means render the Respondent I's breach of contract lawful, the Chamber was eager to emphasise that the factual circumstances as well as the respective allegations of the Respondents put in doubt the certainty of the signing date of the Club E contract.

21. In particular, the Chamber first questioned why the Respondent II did not directly inform the Claimant about the existence of the Club E contract when the latter requested it to be provided with the documentation related to the ITC on 19 and 20 July 2016 and only did so after the third request, *i.e.* on 23 July 2016, without even enclosing a copy of said contract. Furthermore, the Chamber found it disconcerting that the Respondent I did not make any reference to the Club E contract in his termination notice. Finally, the Chamber wished to emphasise that the Respondent I implicitly acknowledged that the Club E contract was posterior when stating that his experience in Country B made him lose the chance to negotiate with other Clubs of Country D and accept a contract of a lower value.

22. In view of the above-mentioned considerations, the Chamber came to the conclusion that it was most likely that the Club E contract was in fact signed after the contract.

23. Based on all the aforementioned the Chamber considered that the Respondent I had terminated the contract without just cause on 22 July 2016.

24. As a consequence to the aforementioned conclusion, the DRC established that, in accordance with art. 17 par. 1 of the Regulations, the Respondent I is liable to pay compensation to the Claimant for breach of contract. Furthermore, in accordance with the unambiguous contents of art. 17 par. 2 of the Regulations, the Chamber established that the player's new club, *i.e.* the Respondent II, shall be jointly and severally liable for the payment of compensation. In this respect, the Chamber was eager to point out that the joint liability of the player's new club is independent from the question as to whether the new club has committed an inducement to contractual breach or any other kind of involvement by the new club. This conclusion is in line with the well-established jurisprudence of the Chamber that was repeatedly confirmed by the Court of Arbitration for Sport (CAS).

25. Having stated the above, the Chamber focused its attention on the calculation of the amount of compensation for breach of contract in the case at stake. In doing so, the members of 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 as well as the fees and expenses paid or incurred by the former club (amortised over the term of the contract) and whether the contractual breach falls within a protected period. The DRC recalled that the list of objective criteria is not exhaustive and that the broad scope of criteria indicated tends to ensure that a just and fair amount of compensation is awarded to the prejudiced party.

26. In application of the relevant provision, the Chamber held that it first of all had to clarify as to whether the pertinent employment contract contains 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. In this regard, the Chamber established that no such compensation clause was included in the employment contract at the basis of the matter at stake.

27. As a consequence, the members of the Chamber determined that the amount of compensation payable in the case at stake had to be assessed in application of 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. Therefore, other objective criteria may be taken into account at the discretion of the deciding body. In this regard, the Dispute Resolution Chamber stated beforehand that each request for compensation

for contractual breach has to be assessed by the Chamber on a case-by-case basis taking into account all specific circumstances of the respective matter.

28. In order to estimate the amount of compensation due to the Claimant in the present case, the members of the Chamber first turned their attention to the financial terms of the former contract and the new contract, the value of which constitutes an essential criterion in the calculation of the amount of compensation in accordance with art. 17 par. 1 of the Regulations. The members of the Chamber deemed that based on the specific facts of present case, the relevant compensation should be calculated based on the average fixed remuneration, *i.e.* excluding any conditional or performance related payment, agreed by the player with his former club and his new club, as well as considering the period of time remaining on the contract signed between the player and the former club.

29. Bearing in mind the foregoing, the Chamber proceeded with the calculation of the fixed remuneration payable to the Respondent under the terms of both the employment contract signed with Club A and the employment contract signed with Club E, for the period of two seasons that was remaining since the unilateral termination of the contract by the Respondent I until its expiry, *i.e.* from July 2016 until May 2018.

30. In this regard, the Chamber noted that, as per the employment contract signed with Club A, the Respondent I was entitled to a total fixed remuneration of EUR 1,029,000, corresponding to the advance payment, the "*guaranteed receivable*" due on 30 July 2017, as well as the monthly instalments due from August 2016 until May 2017 and from August 2017 until May 2018 respectively.

31. In continuation, the DRC equally took note of the Respondent I's total remuneration under the terms of his employment contract with his new club, *i.e.* the Respondent II, which corresponds to 18,900,000,000 or approximately EUR 550,000.

32. Taking into account the above, the Chamber concluded that, for the relevant period, the Claimant's average remuneration amounts to EUR 789,500.

33. In continuation and referring to art. 12 par. 3 of the Procedural Rules, although bearing in mind that the Claimant had not specifically included any of these costs in its claim, the Chamber established that it had no indications at its disposal regarding possible fees and expenses paid or incurred by the Claimant for the acquisition of the Respondent I and that, therefore, it could not further consider that criterion in the specific case at hand, whereas according to article 17 par. 1 of the Regulations such fees and expenses may be included as one of the criteria to be taken into account in the calculation of compensation.

34. The Chamber further noted that in its calculation of the amount of compensation the Claimant had included costs relating to the acquisition of a player that allegedly replaced the Respondent I. In this regard, the Chamber was eager to emphasise that the alleged new player was transferred during the following registration period, which clearly demonstrate that the latter player was not hired in direct substitution of the Respondent I. As a consequence, and considering the Claimant's failure to establish a direct nexus between the loss of the Respondent I's services and the hiring of the new player, the Chamber decided that, in present case, it could not to take into consideration the transfer compensation paid in connection with said transfer in order to evaluate the damage suffered by the Claimant.

35. In addition, the Chamber decided to reject the Claimant's claim to receive the amount of EUR 575,000 as specificity of sport, as it failed to provide the Chamber with any objective evidence on which such amount could be based.

36. Taking into account all the aforementioned objective elements and the specific facts of the matter at hand, the Dispute Resolution Chamber decided that the total amount of EUR 789,500 was to be considered a reasonable and justified compensation for breach of contract in the case at hand.

37. As a consequence, on account of all of the above-mentioned considerations, the Chamber decided that the Respondent I must pay the amount of EUR 789,500 to the Claimant as compensation for breach of contract. Furthermore, in accordance with art. 17 par. 2 of the Regulations, the Respondent II is jointly and severally liable for the payment of the relevant compensation.

38. In continuation, the Chamber focused on the further consequences of the breach of contract in question and, in this respect, addressed the question of sporting sanctions against the Respondent I 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.

39. With regard to the quoted provision, the Chamber emphasised that a suspension of four months on a player's eligibility to participate in official matches is the minimum sporting sanction that can be imposed for breach of contract during the protected period. This sanction, according to the explicit wording of the relevant provision, can be extended in case of aggravating circumstances. In other words, the Regulations intend to guarantee a restriction on the player's eligibility of four months as the minimum sanction. Therefore, the relevant provision does not provide for a possibility to the deciding body to reduce the sanction under the fixed minimum duration in case of mitigating circumstances.

40. In this regard, the Dispute Resolution Chamber recalled that the breach of contract by the Respondent I had clearly occurred during the applicable protected period. Consequently, the Chamber decided that, by virtue of art. 17 par. 3 of the Regulations, the Respondent I had to be sanctioned with a restriction of four months on his eligibility to participate in official matches.

41. Finally, the members of the Chamber turned their attention to the question of whether, in view of art. 17 par. 4 of the Regulations, the Respondent I's new club, *i.e.* the Respondent II, must be considered to have induced the Respondent I to unilaterally terminate his contract with the Claimant without just cause during the protected period, and therefore shall be banned from registering any new players, either nationally or internationally, for two entire and consecutive registration periods.

42. In this respect, the Chamber recalled that, in accordance with the aforementioned provision, it shall be presumed, unless established to the contrary, that any club signing a professional player who has terminated his previous contract without just cause has induced that professional to commit a breach.

43. With the above in mind, the members of the Chamber considered it important to recall that in spite of having been informed on several occasions by the Claimant of the existing contractual relationship, the Respondent II failed to react promptly. Equally, the DRC reminded that the Respondent I did not make any reference to the Club E contract in his termination and implicitly acknowledged that said contract was actually signed after the contract (cf. point II.22 above).

44. In light of the aforementioned and given that the Respondent II did not provide any specific or plausible explanation as to its possible non-involvement in the Respondent I's decision to unilaterally terminate his employment contract with the Claimant, the DRC had no option other than to conclude that the Respondent II had not been able to reverse the presumption contained in art. 17 par. 4 of the Regulations and that, accordingly, the latter had induced the Respondent I to unilaterally terminate his employment contract with the Claimant.

45. In view of the above, the Chamber decided that in accordance with art. 17 par. 4 of the Regulations, the Respondent II shall be banned from registering any new players, either nationally or internationally, for the two next entire and consecutive registration periods following the notification of the present decision. On account thereof, in accordance with the fourth sentence of art. 17 par. 4, the club shall be able to register new players, either nationally or internationally, only as of the next registration period following the complete serving of the relevant sporting sanction.

46. In conclusion, the DRC decided that the claim of the Claimant is partially accepted and that the Respondent I has to pay to the Claimant EUR 789,500 as compensation for the unilateral termination of the contract without just cause during the protected period. In this respect, the DRC also determined that the Respondent II is jointly and severally responsible for the payment of the above-mentioned amount of compensation to the Claimant.

47. Furthermore, the Chamber decided that the Respondent I shall be sanctioned with a restriction of four months on his eligibility to participate in official matches.

48. And finally, the Chamber established that the Respondent II shall be banned from registering any new players, either nationally or internationally, for the two next entire and consecutive registration periods following the notification of the present decision.

49. The Dispute Resolution Chamber concluded its deliberations in the present matter by establishing that any further claims lodged by the Claimant are rejected.

III. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant, Club A, is partially accepted.

2. The Respondent I, Player C, has to pay to the Claimant, **within 30 days** as from the date of notification of this decision, compensation for breach of contract in the amount of EUR 789,500.

3. The Respondent II, Club E, is jointly and severally liable for the payment of the aforementioned compensation.

4. In the event that the amount due to the Claimant in accordance with above-mentioned point 2 is not paid within the stated time limit, interest at the rate of 5% *p.a.* will fall due as of expiry of the aforementioned time limit and the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee for consideration and a formal decision.

5. The Claimant is directed to inform the Respondent I and the Respondent II immediately and directly of the account number to which the remittance is to be made and to notify the Dispute Resolution Chamber of every payment received.

6. A restriction of four months on his eligibility to play in official matches is imposed on the Respondent I. This sanction applies with immediate effect as of the date of notification of the present decision. The sporting sanctions shall remain suspended in

the period between the last official match of the season and the first official match of the next season, in both cases including national cups and international championships for clubs.

7. The Respondent II shall be banned from registering any new players, either nationally or internationally, for the two next entire and consecutive registration periods following the notification of the present decision.

8. Any further claims lodged by the Claimant are rejected.

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Note relating to the motivated decision (legal remedy):

According to art. 58 par. 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (CAS). The statement of appeal must be sent to the CAS directly within 21 days of receipt of notification of this decision and shall contain all the elements in accordance with point 2 of the directives issued by the CAS, a copy of which we enclose hereto. Within another 10 days following the expiry of the time limit for filing the statement of appeal, the appellant shall file a brief stating the facts and legal arguments giving rise to the appeal with the CAS (cf. point 4 of the directives).

The full address and contact numbers of the CAS are the following:

Court of Arbitration for Sport
Avenue de Beaumont 2
1012 Lausanne
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For the Dispute Resolution Chamber:

Omar Ongaro
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Encl. CAS directives