Decision of the Dispute Resolution Chamber

passed in Zurich, Switzerland, on 7 February 2014,

in the following composition:

Thomas Grimm (Switzerland), Deputy Chairman
Philippe Diallo (France), member
Mohamed Mecherara (Algeria), member
John Bramhall (England), member
Santiago Nebot (Spain), member

on the claim presented by the club,

Club E, from country U

as *Claimant/Counter-Respondent*

against the player,

Player T, from country M

as *Respondent/Counter-Claimant*

and the club,

Club R, from country M

as *Intervening Party*

regarding an employment-related dispute
arisen between the parties

I. Facts of the case

1. On 14 May 2009, Player T, from country M (hereinafter: *the Respondent/Counter-Claimant*), and the Club E, from country U (hereinafter: *the Claimant/Counter-Respondent*), signed an employment contract (hereinafter: *the contract*) valid as from 1 July 2009 until 30 June 2012.

2. According to art. 2, lit. B and C of the contract, the Respondent/Counter-Claimant is entitled to receive *inter alia* the following amounts:
   - USD 500,000 as global remuneration for the 2009/2010 season, USD 200,000 as sign-on bonus payable after the conclusion of medical exams and USD 300,000 as monthly salaries, payable in 10 equal monthly instalments of USD 30,000;
   - USD 700,000 as global remuneration for the 2010/2011 season, USD 200,000 payable in advance and USD 500,000 as monthly salaries, payable in 10 equal monthly instalments of USD 50,000;
   - USD 900,000 as global remuneration for the 2011/2012 season, USD 200,000 payable in advance and USD 700,000 as monthly salaries, payable in 10 equal monthly instalments of USD 70,000;
   - a car, accommodation and medical treatment;
   - one economy class air ticket country M – country U – country M per season.

3. Moreover, art. 13 par. 3 of the contract establishes that *"In case the first team drops to the first class during the first season thereof, the contract shall be deemed null with satisfaction of both parties without any financial liability on either party. In case the team remains in the professional league, this contract shall be deemed in force and valid"*.

4. In addition, art. 13 par. 14 of the contract stipulates that *"Should the second party* [the Respondent/Counter-Claimant] *terminate this contract while effective, he shall pay to the first party the remaining contract value in full from date of termination"*.

5. On 17 February 2010, the Claimant/Counter-Respondent considered the contract terminated without just cause by the Respondent/Counter-Claimant.

6. On 3 January 2011, the Claimant/Counter-Respondent lodged a claim against the Respondent/Counter-Claimant in front of FIFA, requesting the payment of the total amount of USD 1,690,000, plus interests of 5% *p.a.* as from the date of the claim, corresponding to the remaining value of the contract as from 17 February 2010, pursuant to art. 13 par. 14 of the contract.

7. In addition, the Claimant/Counter-Respondent requests that a sporting sanction of suspension for 4 months be imposed on the Respondent/Counter-Claimant and that the latter bear all legal fees and costs for the procedure.

8. According to the Claimant/Counter-Respondent, on 6 December 2009, a match was held between Club W, from country U, during which a doping test was carried out. On 31 December 2009, the Respondent/Counter-Claimant was informed by the National Anti-Doping Organization (hereinafter: *NADO*) that tests had shown that he had made use of an unauthorized substance and was, therefore, not only invited for a hearing on 3 January 2010 but also provisionally suspended until further notice.

9. In view of the aforementioned circumstances, on 10 January 2010 the Respondent/Counter-Claimant requested the Claimant/Counter-Respondent's permission to undergo additional medical tests in country M. The Claimant/Counter-Respondent claims that, in spite of having stated in his letter that he would be back one week later, the Respondent/Counter-Claimant only returned to the club on 10 February 2010.

10. On 16 February 2010, the Respondent/Counter-Claimant was found guilty of the use of prohibited doping substances and, consequently, the NADO imposed on him a *"sanction of incompetence for two years as from 31/12/2009 to 30/12/2011 according to article (10/2) of national Anti-Doping Regulations and article (10.2) of World Anti-Doping Regulations"*. On 2 March 2010, the aforementioned sanction was extended to have worldwide effect by the Disciplinary Committee of FIFA.

11. On 17 February 2010, following the decision of the NADO, the Respondent/Counter-Claimant once again requested permission from the Claimant/Counter-Respondent to travel to country M and meet with his lawyer. In spite of his promise to be back within 21 days, the Respondent/Counter-Claimant never resumed his activities with the club.

12. In fact, according to the Claimant/Counter-Respondent, the Respondent/Counter-Claimant had already stopped training on 10 January 2010, when he asked for permission to undergo medical tests in country M (cf. point I.9. above).

13. On 26 September 2010, the Claimant/Counter-Respondent was allegedly informed of an ITC request submitted by the country M Football Federation for the transfer of the Respondent/Counter-Claimant to Club R. The Claimant/Counter-Respondent claims having always complied with its contractual obligations towards the Respondent/Counter-Claimant and deems that both his departure without previous notice in February 2010 and the

signing of a contract with a new club in September 2010 – while their contract was still valid – should be considered as a breach of contract and the Respondent/Counter-Claimant shall be held liable to pay compensation to the Claimant/Counter-Respondent.

14. In his response, the Respondent/Counter-Claimant provided a copy of a decision of the NADO, dated 1 September 2010, by means of which the aforementioned body *"having reviewed the decision of the World Anti-Doping Agency (WADA) passed on 26/05/2010 AD, […] decided the following: 1) cancelling approval of the results of the country N laboratory for the two samples Nos. A2409887 and B2409887 showing analysis results, which results were approved in the Disciplinary Committee's decision issued on 16/02/2010 AD; 2) approving the results of the Cologne-based German laboratory analysis for the samples of soccer player T issued on Monday afternoon 30/08/2010 AD, showing normal analysis results; 3) cancelling suspension of soccer player Player T, as of date hereof […]"*.

15. According to the Respondent/Counter-Claimant, the Claimant/Counter-Respondent, however, took into account only the content of the decision dated 16 February 2010, which was allegedly not yet final and binding, and ignored the content of the decision of 1 September 2010. Based on the first decision, the Claimant/Counter-Respondent unilaterally suspended the payment of the Respondent/Counter-Claimant's salaries as from 1 January 2010, requested the return of the club's car and his eviction from the club's apartment. The Respondent/Counter-Claimant claims that, even though he constantly denied having made use of any prohibited substances, the Claimant/Counter-Respondent never provided him with any type of support in order to prove his innocence and allow him to resume training as soon as possible.

16. Even after having been informed of the new decision issued by the NADO, the Claimant/Counter-Respondent allegedly never requested the Respondent/Counter-Claimant's return. In addition, by the end of season 2009/2010, the Claimant/Counter-Respondent was relegated to the second division and, therefore, the contract could no longer be considered as valid and binding between the parties, as per its art. 13 par. 3 (cf. point 3 above). Based on the aforementioned, the Respondent/Counter-Claimant decided to look for new employment and on 9 September 2010 he signed a new contract with the Club R, from country M (hereinafter: *the Intervening Party*).

17. Therefore, the Respondent/Counter-Claimant entirely rejects the claim of the Claimant/Counter-Respondent and lodges a counterclaim against the latter, requesting the payment of USD 300,000 as compensation for breach of contract, taking into account his salaries and benefits for the rest of the

contract, as well as the moral damage caused to him by the Claimant/Counter-Respondent. The Respondent/Counter-Claimant also requests that the Claimant/Counter-Respondent bear the procedural costs.

18. In its replica, the Claimant/Counter-Respondent first rejects the application of art. 13 par. 3 of the contract. As per the Claimant/Counter-Respondent, by the time of its relegation to the second division, the Respondent/Counter-Claimant had already breached the employment contract, by failing to return to the club within 21 days as from 17 February 2010, as he had stated in his letter.

19. The Claimant/Counter-Respondent further denies having deprived the Respondent/Counter-Claimant of his car and apartment, which he allegedly used until the date of his departure in February. In addition, the Claimant/Counter-Respondent rejects the Respondent/Counter-Claimant's allegations, according to which it suspended the payment of his remuneration as from 1 January 2010. In this regard, the Claimant/Counter-Respondent provided a copy of a receipt related to the payment of the Respondent/Counter-Claimant's salary for December 2009.

20. Furthermore, the Claimant/Counter-Respondent states that the Respondent/Counter-Claimant did not follow the advice of the medical team and made use of the substance identified in the doping tests. Therefore, *"the player has caused damage to himself and violated his obligation set out in the contract"* and was consequently sanction by the NADO on 16 February 2010.

21. In his final comments, the Respondent/Counter-Claimant rejected the Claimant/Counter-Respondent's allegations and maintained his previous position. In this context, the Respondent/Counter-Claimant points out that the Claimant/Counter-Respondent provided no evidence whatsoever of its arguments. He insists on the fact that he *"has been totally left aside and nobody in the club has ever attempted to help him go out of the scandalous situation in which an incorrect doping analysis has led him"*, harming his career as a footballer.

22. In addition, the Respondent/Counter-Claimant insists on the application of art. 13 par. 3 of the contract, claiming that such clause is applicable irrespective of any external elements. He further points out that the decision of the NADO on 1 September 2010 (cf. point 14 above) proved without a doubt that he did not breach the contract.

23. In its final position, the Claimant/Counter-Respondent maintains its previous argumentation.

24. Having been requested to provide its position with regard to the present affair, the Intervening Party claimed that the present dispute concerns only the Respondent/Counter-Claimant and the Claimant/Counter-Respondent. The Intervening Party further claims that the Respondent/Counter-Claimant presented himself at the club's headquarters on 8 September 2010, claiming that his contract with the Claimant/Counter-Respondent had been terminated, subsequent to the decision of the NADO to suspend him for 2 years, due to a violation of the anti-doping regulations.

25. On 10 September 2010, the International Transfer Certificate (ITC) of the Respondent/Counter-Claimant was requested by the country M Football Association on behalf of the Intervening Party. The Claimant/Counter-Respondent failed to reply to such request within the given deadline and therefore the Respondent/Counter-Claimant was provisionally registered with the Intervening Party.

26. Finally, according to the information contained in TMS, the Respondent/Counter-Claimant was, after the alleged breach, employed with the Intervening Party from 14 July 2011 to 30 June 2012 for a monthly salary of currency of country M 10,000 (USD 1,242) and the following instalments: currency of country M 200,000 (USD 24,839) payable on 15 August 2011, currency of country M 150,000 (USD 18,629) on 31 October 2011, currency of country M 300,000 (USD 37,258) on 31 March 2012 and 350,000 (USD 43,468) on 30 June 2012.

II. Considerations of the Dispute Resolution Chamber

1. First of all, the Dispute Resolution Chamber (hereinafter: *the DRC* or *the Chamber*) analysed whether it was competent to deal with the matter at stake. In this respect, the Chamber referred to art. 21 par. 1 of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (hereinafter: *the Procedural Rules*). The present matter was submitted to FIFA on 3 January 2011. Therefore, the Chamber concluded that the edition 2008 of the Procedural Rules was applicable to the matter at hand (cf. art. 21 par. 2 and 3 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 and 2 in combination with art. 22 b) of the Regulations on the Status and Transfer of Players (editions 2010 and 2012; hereinafter: *the Regulations*), the Dispute Resolution Chamber shall adjudicate on employment-related disputes between an country E club, a country M player and a country M club, with an international dimension.

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 par. 2 of the Regulations (editions 2010 and 2012), and considering that the present claim was lodged on 3 January 2011, the 2010 edition of said regulations is applicable to the matter at hand as to the substance.

4. The competence of the DRC and the applicable regulations having been established, the Chamber entered into the substance of the matter. In doing so, 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 this respect, the members of the DRC acknowledged that it was undisputed by the parties that, on 14 May 2009, the Claimant/Counter-Respondent and the Respondent/Counter-Claimant signed an employment contract valid as from 1 July 2009 until 30 June 2012, in accordance with which the Respondent/Counter-Claimant was entitled to receive the amounts detailed in point I.2. above.

6. The DRC noted that, on the one hand, the Claimant/Counter-Respondent claims that, tests performed on the occasion of a match in December 2009 showed that the Respondent/Counter-Claimant had made use of prohibited substances, subsequent to which he was provisionally suspended. On 10 January 2010, the Respondent/Counter-Claimant requested permission to undergo additional tests in country M, while assuring the Claimant/Counter-Respondent that he would return in one week. However, the Respondent/Counter-Claimant only returned to the club one month after his departure.

7. Furthermore, the Claimant/Counter-Respondent states that, on 16 February 2010, the Respondent/Counter-Claimant was found guilty of doping and was, consequently, suspended for a period of 2 years. The Claimant/Counter-Respondent also claims that, after his suspension, the Respondent/Counter-Claimant once again requested permission to undergo additional medical tests, while promising to return in 21 days. However, as per the Claimant/Counter-Respondent, the Respondent/Counter-Claimant never returned to the club. By doing so, the Respondent/Counter-Claimant allegedly breached the contract without just cause and should, therefore, be held liable to pay compensation to the Claimant/Counter-Respondent compensation in the amount of USD 1,690,000 as detailed in point I.4. above, for which his

subsequent club, the Intervening Party, shall be held jointly and severally liable.

8. The Chamber further noted that, on the other hand, the Respondent/Counter-Claimant claims that, in spite of being aware of it, the Claimant/Counter-Respondent fails to mention that, on 1 September 2010, based on new tests showing normal results, the NADO cancelled his suspension. The Claimant/Counter-Respondent, however, had suspended the payment of the Respondent/Counter-Claimant's salaries as from 1 January 2010, as well as requested his eviction from the apartment and the return of the car. The Respondent/Counter-Claimant claims that, even though he always claimed his innocence, the Claimant/Counter-Respondent never provided him with the necessary support in order to prove it. The Respondent/Counter-Claimant further claims that, even after the Claimant/Counter-Respondent was notified of the cancellation of the suspension, it never requested his return.

9. Notwithstanding the foregoing, the Respondent/Counter-Claimant deems that, as per art. 13 par. 3 of the contract (cf. point I.3. above), the latter should be considered as automatically terminated at the end of the 2009/2010 season, as the Claimant/Counter-Respondent was relegated to the second division. Based on the aforementioned, the Respondent/Counter-Claimant rejects the Claimant/Counter-Respondent's claim and lodges a counterclaim against it for the payment of compensation and procedural costs, as detailed in point I.17 above.

10. Finally, the DRC noted that the Intervening Party deems that the present dispute only concerns the Respondent/Counter-Claimant and the Claimant/Counter-Respondent and that, as it requested the Respondent/Counter-Claimant's ITC, the latter was no longer under contract with the Claimant/Counter-Respondent, for the reasons detailed above.

11. Having established the aforementioned, the Chamber deemed that the underlying issue in the present dispute, considering the claim of the Claimant/Counter-Respondent, the counterclaim of the Respondent/Counter-Claimant and the allegations of both parties, was to determine whether the employment contract had been unilaterally terminated with or without just cause by either of the parties. The DRC also underlined that, subsequently, if it were found that the employment contract had been breached by one of the parties without just cause, it would be necessary to determine the consequences for the party that caused the unjust breach of the relevant employment contract.

12. In view of the above, the Chamber deemed it appropriate to shortly recall the timeline of events in the present matter according to the documentary

evidence provided by either party as well as the respective allegations which have remained uncontested by the opposing party. In this respect, the Chamber noted that, in December 2009, a test performed on the occasion of a match identified the possible use of prohibited substances by the Respondent/Counter-Claimant. On 31 December 2009, the Respondent/Counter-Claimant was provisionally suspended until further notice. On 3 January 2010 the Respondent/Counter-Claimant participated in a hearing at the NADO. On 10 January 2010, the Respondent/Counter-Claimant requested permission to travel to country M, undergo additional tests and return within one week. On or about 10 February 2010, the Respondent/Counter-Claimant returned to the club. On 16 February 2010, the Respondent/Counter-Claimant was found guilty of doping. On 17 February 2010, the Respondent/Counter-Claimant once again requested permission to undergo additional medical tests and return within 21 days. On 2 March 2010, the 2-year suspension was extended worldwide by FIFA. On 1 September 2010, the NADO cancelled his suspension.

13. In view of the foregoing sequel of events, the Chamber observed that in spite of having been temporarily authorised to undergo additional medical tests, the Respondent/Counter-Claimant has failed to resume his activities with the Claimant/Counter-Respondent on two different occasions, i.e. on 18 January 2010, after the expiry of the authorization dated 10 January 2010, and on 10 March 2010, after the expiry of the authorization dated 17 February 2010.

14. At this point and for the sake of good order, the Chamber recalled the basic principle of burden of proof, as stipulated in art. 12 par. 3 of the Procedural Rules, according to which a party claiming a right from an alleged fact shall carry the respective burden of proof.

15. Bearing in mind the aforementioned principle, the Chamber observed that, on the one hand, the Claimant/Counter-Respondent provided consistent evidence of the fact that both authorizations requests filed by the Respondent/Counter-Claimant – and eventually accepted by the Claimant/Counter-Respondent – indeed contained a specific return date, established by the Respondent/Counter-Claimant himself.

16. On the other hand, the members of the DRC equally noted that the Respondent/Counter-Claimant does not contest the allegation that he failed to return to the Claimant/Counter-Respondent on the pre-established dates. Instead, he claims that the Claimant/Counter-Respondent did not provide him with the adequate support in order to prove his innocence. In addition, he claims that as from the beginning of January 2010, the Claimant/Counter-Respondent suspended the payment of his salaries and that after the

cancellation of the NADO's sanction on 1 September 2010, the Claimant/Counter-Respondent did not request his return.

17. In view of the aforementioned, the Chamber observed that, in spite of the Respondent/Counter-Claimant's allegation that the Claimant/Counter-Respondent did not support him in proving his innocence, the Claimant/Counter-Respondent did authorize his absence on two occasions, in order to undergo additional tests abroad. Thus, the Chamber concluded that such allegation of the Respondent/Counter-Claimant could not be upheld.

18. In addition, with regard to the Respondent/Counter-Claimant's allegation that the Claimant/Counter-Respondent failed to pay his salaries for January and February 2010, the Chamber noted that the Respondent/Counter-Claimant appears to have been absent from the club since 10 January 2010 and never resumed his activities with it. The Chamber further observed that the Respondent/Counter-Claimant does not claim from the Claimant/Counter-Respondent the payment of his remuneration for January and February 2010.

19. In view of the foregoing, the Chamber concluded that the Respondent/Counter-Claimant, by failing to return to the Claimant/Counter-Respondent after the expiry of his two authorized absences, breached the contract without just cause. Consequently, the contract should be considered as terminated by the Respondent/Counter-Claimant on 10 March 2010.

20. Having established the aforementioned, the Chamber focused its attention on the consequences of the breach of contract without just cause on the part of the Respondent/Counter-Claimant. Taking into consideration art. 17 par. 1 of the Regulations, the Chamber decided that the Claimant/Counter-Respondent is entitled to receive from the Respondent/Counter-Claimant an amount of money as compensation for breach of contract.

21. In this respect, the Chamber proceeded with the calculation of the amount of compensation for breach of contract payable by the Respondent/Counter-Claimant to the Claimant/Counter-Respondent 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 Respondent/Counter-Claimant 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 club (amortised over the term of the contract) and depending on whether the contractual breach falls within the protected period.

22. 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.

23. In this regard, the Chamber noted that art. 13 par. 14 of the contract stipulates that *"Should the second party* [the Respondent/Counter-Claimant] *terminate this contract while effective, he shall pay to the first party the remaining contract value in full from date of termination"*. In this context, the Chamber considered that, in line with its well-established jurisprudence, the aforementioned clause could not be taken into account for the calculation of compensation, due to its lack of reciprocity, i.e. it does not provide for compensation in case of breach of contract by the club.

24. On account of the above, the Chamber established that it had to assess the compensation due to the Claimant/Counter-Respondent in accordance with the other criteria under art. 17 of the Regulations.

25. In this respect, and in order to assess the residual duration of the contract, the Chamber took note of the Respondent/Counter-Claimant's allegation, according to which the contract should be considered as automatically terminated at the end of season 2009/2010, as per its art. 13 par. 3, since the Claimant/Counter-Respondent was relegated to the second division.

27. At this point, the Chamber deemed it appropriate to remind the parties of the wording of art. 13 par. 3 of the contract, which establishes that *"In case the first team drops to the first class during the first season thereof, the contract shall be deemed null with satisfaction of both parties without any financial liability on either party. In case the team remains in the professional league, this contract shall be deemed in force and valid"*.

26. In this context, the DRC noted that the Claimant/Counter-Respondent does not dispute the fact that is was relegated to the second division, but claims that the contract was breached by the Respondent/Counter-Claimant already on 10 March 2010, as he failed to return to the club upon expiry of his second authorized leave.

27. In view of the aforementioned allegations, the Chamber deemed that art. 13 par. 3 of the contract consisted of an objective and reciprocal provision, which had been agreed upon and accepted by both parties. Thus, the DRC deemed that such clause is applicable in the present dispute and that the contract should be considered as automatically terminated at the end of the 2009/2010

season. The Respondent/Counter-Claimant's argument in this regard is, therefore, accepted.

28. Notwithstanding the above, the Chamber noted that the contract was indeed breached by the Respondent/Counter-Claimant before the end of the 2009/2010 season, as claimed by the Claimant/Counter-Respondent. Thus, the DRC decided that the period between the breach of contract without just cause by the Respondent/Counter-Claimant and the automatic termination of the contract at the end of season 2009/2010 was to be taken into account for the calculation of the amount of compensation due to the Claimant/Counter-Respondent in the present dispute.

29. Bearing in mind the aforementioned, the Chamber pointed out that, at the time of the termination of the contractual relationship on 10 March 2010, the contract would run for another 3 months, in which the player would be entitled to remuneration in the total amount of USD 90,000. Consequently, the Chamber concluded that the remaining value of the contract as from its early termination by the Respondent/Counter-Claimant until its expiry as per art. 13 par. 3 amounted to USD 90,000 and that such amount shall serve as the basis for the final determination of the amount of compensation for breach of contract.

30. At this point, the members of the Chamber agreed that, given the particularities of the matter at hand, attenuating circumstances are applicable in order to reduce the amount of compensation due by the Respondent/Counter-Claimant to the Claimant/Counter-Respondent.

31. In particular, the Chamber wished to consider the fact that as from 16 February 2010, i.e. the date on which the NADO decided to suspend the Respondent/Counter-Claimant, until 1 September 2010, i.e. the date on which such decision was cancelled, the Respondent/Counter-Claimant was prohibited to play any matches. In this context, the Respondent/Counter-Claimant's absence during this period did not cause any financial loss for the Claimant/Counter-Respondent.

32. In addition, the Chamber wished to emphasize that, on 1 September 2010, NADO's decision to suspend the Respondent/Counter-Claimant due to alleged doping was overturned and his innocence was indeed confirmed. In this context, the Chamber also wished to consider the argumentation of the Respondent/Counter-Claimant, according to which the Claimant/Counter-Respondent did not request his return after the decision of 1 September 2010 and that the payment of his remuneration was suspended as from January 2010, even though the decision of 16 February 2010 had not yet become final and binding.

33. Thus, in view of the aforementioned circumstances, the Chamber decided to reduce the amount of USD 90,000 by one-third, and established that the Respondent/Counter-Claimant should pay the Claimant/Counter-Respondent the amount of USD 60,000 as compensation for breach of contract.

34. Furthermore, the Chamber decided that, in accordance with art. 17 par. 2 of the Regulations, the Intervening Party, Club R, shall be jointly and severally liable for the payment of the aforementioned amount of compensation.

35. In conclusion, the Chamber decided that the claim of the Claimant/Counter-Respondent is partially accepted, that the Respondent/Counter-Claimant is ordered to pay to the Claimant/Counter-Respondent compensation in the amount of USD 60,000, plus 5% interest *p.a.* as from 3 January 2011 until the date of effective payment and that Club R shall be held jointly and severally liable for the payment of the aforementioned amount.

36. In addition, the Chamber decided that the counterclaim of the Respondent/Counter-Claimant for compensation and procedural costs is rejected.

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III. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant/Counter-Respondent, Club E, is partially accepted.

2. The Respondent/Counter-Claimant, Player T, is ordered to pay to the Claimant/Counter-Respondent compensation in the amount of USD 60,000, plus 5% interest *p.a.* as from 3 January 2011 until the date of effective payment, **within 30 days** as from the date of notification of this decision.

3. The Intervening Party, Club R, shall be held jointly and severally liable for the payment of the aforementioned amount.

4. In the event that the amount due to the Claimant/Counter-Respondent in accordance with the above-mentioned number 2., plus interest, is not paid within the stated time limit, the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee for consideration and a formal decision.

5. Any further claims lodged by the Claimant/Counter-Respondent are rejected.

6. The counterclaim of the Respondent/Counter-Claimant is rejected.

7. The Claimant/Counter-Respondent is directed to inform the Respondent/Counter-Claimant 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.

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Note relating to the motivated decision (legal remedy):

According to art. 67 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
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For the Dispute Resolution Chamber:

Jérôme Valcke
Secretary General

Encl. CAS directives