

Decision of the Dispute Resolution Chamber

passed in Zurich, Switzerland, on 27 August 2009,

in the following composition:

Slim Aloulou (Tunisia), Chairman
Theo van Seggelen (Netherlands), member
Mario Gallavotti (Italy), member

on the claim presented by

the club L,

as "*Claimant*"

against

the player K,

and

the club C,

as "*Respondents*"

regarding breach of contract and inducement to breach of contract.

I. Facts of the case

1. On 7 March 2005, L, the player K, (d.o.b. 21 June 1991) (hereinafter also referred to as "the player") and the player's mother as his legal representative signed an "*aspirant*" contract valid during three seasons as from 1 July 2006 until the end of the 2008-09 season.
2. This contract contains a provision obliging the parties *inter alia* to respect the stipulations regarding the status of "*aspirant*" footballers in the F Professional Football Charter (hereinafter: Charter).
3. In accordance with this "*aspirant*" contract the player was entitled to receive a monthly salary of 35, 40, and 45 points for the 2006-07, 2007-08 and 2008-09 season, respectively, and payments in kind. These points correspond to a monthly salary of EUR 462, EUR 528, EUR 594 for the 2006-07, 2007-08 and 2008-09 season, respectively.
4. In addition, on 7 March 2005, the player's mother and the F club signed a "*convention de formation et plan de carrière*" valid until the signature of a professional player contract or 30 June of the year in which the player turns 20. Article 5.1 of this "*convention*" stipulates that it cannot be considered to constitute an employment contract.
5. On 6 January 2007, C, the player, and the player's legal representative (his mother) signed a "*pre-Scholarship Agreement*" whereby the player *inter alia* agreed to register with the E club in July 2007. This "*pre-Scholarship Agreement*" equally details remuneration payable to the player.
6. On 27 April 2007, L made a "*professional contract*" offer to the player valid as of 1 July 2007 during 3 seasons expiring at the end of the 2009-10 season, in accordance with which the player was entitled to receive the following remuneration:

2007-08 season

- signing-on fee of EUR 70,000
- yearly salary of EUR 39,600 (250 points per month)
- various bonuses (depending on performance, participation)

2008-09 season

- signing-on fee of EUR 80,000
- yearly salary of EUR 47,520 (300 points per month)
- various bonuses (depending on performance, participation)

2009/10 season

- signing-on fee of EUR 50,000
- yearly salary of EUR 55,440 (350 points per month)
- various bonuses (depending on performance, participation)

7. On 4 July 2007, L lodged a claim in front of FIFA against the player and the club C, for breach of contract without just cause during the protected period and inducement to such breach of contract, respectively. Furthermore, L indicated that it would refuse the issuance of the International Transfer Certificate.
8. On 24 July 2007, C and the player (along with his parent) signed a "*Scholarship Agreement*" valid for two years. Article 6.3 of this agreement refers to its Schedule One in connection with the monies payable by C to the player. These are the following:
 - 95 per week from 24 July 2007 until 23 July 2008
 - 105 per week from 24 July 2008 until 23 July 2009
 - Bonuses as per the club's incentives schedule (copy duly signed by player and C was presented)
 - Various bonuses related to the player's appearance
 - Reimbursement of travel expenses
 - 20 economy class return Eurostar (train) tickets London-Lille-London per year for him and his immediate family.
9. On 29 August 2007, at the request of the E Football Association, on behalf of its club C, the Single Judge of the Players' Status Committee authorised the E Football Association to provisionally register the player with C without prejudice to the decision to be passed by the Dispute Resolution Chamber with respect to the aforementioned claim for breach of contract and inducement to breach of contract.

Claim Claimant:

10. L affirms that the player who has been trained by L since 4 July 2001, must be considered a professional player in the light of article 2 of the Regulations for the Status and Transfer of Players (edition 2005 – hereinafter: Regulations) and the remuneration paid by the F club to the player.
11. L maintains that the player was not only contractually bound to the F club until the end of the 2008-09 season by means of the "*aspirant*" contract but also through the "*convention de formation et plan de carrière*".
12. L points out that both the "*aspirant*" contract and the "*convention de formation et plan de carrière*" were duly executed by the parties during the 2006-07 season.
13. L emphasises having approached the player's mother in the beginning of 2007 with its proposal to the player to sign a "*professional player*" contract. By registered letter

dated 27 April 2007, L officially notified the player of its “*professional contract*” offer valid as of 1 July 2007 during 3 seasons, which offer remained unanswered.

14. In April 2007, the F club discovered via the press that C was interested in signing a contract with the player, as a result of which it informed the E club in writing that the player was contractually bound to L until the end of the 2008-09 season.
15. By signing a contract with C, the player committed a breach of his contract with L without just cause during the protected period. Furthermore, L maintains that C has induced to player to breach his contract with the F club.
16. On the basis of article 17 par. 1 of the Regulations, L claims that the player is liable to pay compensation for breach of contract in the amount of EUR 5,000,000 taking into account the value of the player, L’s investment in the training and education of the player via its training centre, the player having been registered with the club as of the age of 10, and the necessity for the club to replace this player who was destined to play a major role in the club’s first team.
17. L also claims payment of training compensation in the amount of EUR 220,000.
18. L claims that in accordance with article 17 par. 2 of the Regulations, C shall be jointly and severally liable for the payment of such compensation.
19. In addition, the contract having been breached during the protected period, L asks that the player be sanctioned with a restriction of four months on his eligibility to play in official matches (cf. article 17 par. 3 of the Regulations).
20. Furthermore, L asks that sporting sanctions be imposed also on C in accordance with article 17 par. 4 of the Regulations by pronouncing a ban from registering any new players, either nationally or internationally, for two registration periods.
21. Finally, L asks that C be ordered to pay EUR 30,000 to cover L’s legal expenses relating to these proceedings.

Response Respondents:

22. The player and C admit that the player was registered as an amateur L at the age of 9.

23. They assert that at all times the player was registered as an amateur player with L since he was not under any valid written contract, the contracts presented by the F club being null and void for a variety of reasons. In summary, they claim that :
- a) the *"aspirant"* contract was not approved by the F Football Federation and therefore, referring to article 254 of the Charter such contract is to be deemed null and void;
 - b) L acted in breach of article 352 of the Charter. In particular, the Respondents point out that the player had not completed the first key stage of his secondary education when the agreement was to become effective on 1 July 2006 as the player had missed out one year of his school education. The player was therefore not permitted to enter into an *"aspirant"* contract and such contract could never have been registered by L. In accordance with article 251 of the Charter the rules of the Charter must be complied with *"on penalty of nullity"*;
 - c) referring to the Court of Arbitration for Sport (CAS) decision in the case concerning the player N (CAS 2004/A/791), the *"convention de formation et plan de carriere"* cannot be regarded as an employment contract. Should the Dispute Resolution Chamber (DRC) consider such agreement having effect, the *"convention de formation et plan de carriere"* must be considered null and void on the basis of the F Sports Code and standard format contracts issued by the F Football Federation.
24. With respect to the alleged amateur status of the player with L, the player and C refer to article 2 par. 2 of the Regulations which contains two parts, i.e. a written contract and payments greater than the sum of the expenses incurred by the player, both of which must be established in order to prove that a player is a professional.
25. With regard to the payments made by L to the player, the player and C point out that these are irrelevant since they were made under contracts that were manifestly invalid. They claim that these payments were intentionally made by L as if the player was under an *"aspirant"* contract in an attempt to disguise the player's contractual status.
26. C cannot have induced any breach of contract since the player did not have a valid employment contract. C further asserts that it had verified the status of the player, i.e. as to whether he was under a valid contract and registered as an amateur player, with C's scout and via its own internal checks prior to entering into contact with the player and his mother. After it had satisfied itself that the player was registered as an amateur and was not under an *"aspirant"* contract and after a short period of negotiation, the player agreed to sign a *"pre-Scholarship Agreement"* with C in January 2007.
27. The player and his mother signed the aforementioned *"pre-Scholarship Agreement"* with C on 6 January 2007 whereby the player agreed to join the E club as an amateur in July 2007.
28. On 19 June 2007, the player confirmed to the F Football Federation his intention to cease his relationship with L.

29. Prior to the signature of the "*Scholarship Agreement*" on 24 July 2007, the club conducted various final checks to ensure that the player was not registered with L under an "*aspirant*" contract. In particular, the player's mother confirmed that no further contract was signed after 7 March 2005 and the club had bailiffs confirm on 4 July 2007 that the player was not listed as an aspirant player on L's website.
30. The player and C submit that no compensation for breach of contract is payable since there was no contractual relationship between L and the player. Should the DRC decide that compensation for breach of contract is to be paid, they point out that the claim of EUR 5,000,000 is arbitrary and non-substantiated. Furthermore, no calculation of such amount was presented.
31. The player and C agree to provide compensation by way of training compensation upon the player signing his first professional contract with C.
32. With regard to the claim for sporting sanctions to be imposed on both the player and C, they ask such claim to be rejected.

Replication Claimant:

33. L insists that the player had a professional status under the "*aspirant*" contract which is governed by the F Professional Football League and the Charter. The F club also refers to annexe 2 of the Charter ("*Règlement des pôles espoirs de la F Football Federation*")
34. It further refers to article 25 par. 6 of the Regulations as well as to the CAS decision concerning the player N and points out that the DRC shall determine as to whether the player has violated his contractual obligations taking into account arrangements and laws and/or collective agreements at national level.
35. It points out that the player was previously linked to a "*pôle espoir*" of the F Football Federation as indicated in the "*aspirant*" contract and therefore he was subjected to articles 203, 204 and 208 of annexe 2 of the Charter. For this reason, he could enter into a contract with L on 7 March 2005 prior to the end of his pre-training period, which contract was duly registered with the F Professional Football League. The approval of the contract was suspended until the player had finished the first secondary schooling cycle or until he reached the age of 16 in accordance with article 352 of the Charter. L emphasises that the player had left the F club prior to his 16th birthday (on 21 June 2007).
36. L stresses that the "*aspirant*" contract was legally executed by both contractual parties during the full 2006-07 season.

37. L rejects that the *"convention de formation et plan de carrière"* would be null and void claiming that the *"convention de formation et plan de carrière"* is not a training agreement under article L.211-5 of the F Sports law as alleged by the player and C. Such contract is thus not subjected to the national legislation on training agreements. It rather constitutes a contract put in place by the club detailing the framework of the further contractual relation with the player. The F club recalls that according to CAS decisions (including the case concerning the player S) the DRC must take into account all contracts that have been signed between a player and a club.
38. In accordance with the *"convention de formation et plan de carrière"* the player's mother, as the player's legal representative, *inter alia*, committed herself to signing on behalf of her son the contract(s) that L will propose in the context of the *"convention de formation et plan de carrière"*.
39. By having refused to sign the *"professional contract"* offered by L in April 2007 and having left L to join C the player has breached the contracts binding him to L without just cause.
40. Regarding the compensation for breach of contract, L has put forward the following calculation:

	EUR
i. Compensation for the loss of the player's services who was supposed to be under contract during at least 3 years based on a) the <i>"professional contract"</i> offer (value EUR 400,264) and b) the training costs for at least 3 years (EUR 270,000) referring to CAS decision 2004/A/791 (N) of 17 July 2007 and its training centre budget.	670,264
ii. Compensation for the loss of the possibility to negotiate the player's transfer and obtain a transfer compensation, amount based on the transfer of a former L player to an E club and the fact that the player regularly plays for the representative teams of the F Football Federation.	4,400,000

41. L stresses that the total amount of EUR 5,000,000 for breach of contract is without prejudice to the amount of EUR 220,000 that is payable to L on the basis of article 20 of the Regulations (training compensation).
42. L insists that sanctions be imposed on both the player and C, which club admitted that it had entered into negotiations with the player and his mother by the end of 2006 and even signed a *"pre-Scholarship Agreement"*.

Rejoinder Respondents:

43. Whilst they reiterate their position as set out above, the player and C emphasise that the main issue is whether the player was a professional or an amateur at L.
44. The player and C assert that L has deliberately misinterpreted F law and the F football regulations with the aim to render the player a professional. They have presented their detailed analysis in support of such position and conclude that a) the "*aspirant*" contract was never approved by the Professional Football League and therefore invalid; and/or b) the player was not able to enter into an "*aspirant*" contract given the requirements of the Charter. With respect to the "*convention de formation et plan de carrière*" they reiterate that it is not an employment contract but that in any case it must be considered invalid in the light of the requirements under F sports law (articles L.211-5 and R. 211-92).
45. C reiterates that it did not at any point attempt to induce the player to breach his contract(s). It points out that it had acted after having obtained confirmation that the player was not under any valid written contract with L.
46. No valid contract having been in place between the player and L, L's claims have no legal basis and have therefore entirely to be rejected.
47. Should the DRC deem that compensation is payable, the player and C emphasise that L's financial claim is vastly exaggerated. They stress that the amount of EUR 4,400,000 is based on the transfer of a former L player which must be considered irrelevant and in any case cannot be compared to the circumstances of the present matter. L's claim for EUR 670,264 is misconceived and irrelevant.
48. They further reject the EUR 220,000 claim for training compensation.
49. At its meeting on 18 October 2008, the DRC considered that further particulars of the matter at hand shall be examined. In this respect, FIFA asked the F Football Federation to provide the following information and documentation:
 1. Has the "*aspirant*" contract that was signed between the player, K, and L on 7 March 2005 been approved and registered?
 2. In the opinion of the F Football Federation, without prejudice to any appreciation of the Dispute Resolution Chamber on such issue, have the formalities in accordance with the national rules and regulations relating to (the signing of) an "*aspirant*" contract been respected in the matter at hand?
50. In reply, the F Professional Football League confirmed that the "*aspirant*" contract concluded between the player, K, and L on 7 March 2005 was duly approved and registered by the Legal Committee of the F Professional Football League on 1 April 2005. It adds that such decision was notified to the player, K, on 6 April 2005.

51. A copy of such decision and a receipt of delivery were presented, which reads as follows (in translation): *"The Committee registers the "aspirant" contract no 100048-100304-V1 between Mr. K and the club L"*.
52. The F Professional Football League also confirmed that the said *"aspirant"* contract was duly concluded in accordance with the *"pôles espoirs"* regulations of the F Football Federation, which allows pupils of the *"pôles espoirs"* to enter into a contract with a professional club prior to the end of their pre-training period.
53. In reaction, L considers that with the written confirmation by the F Professional Football League proof has been presented that the *"aspirant"* contract was approved by the said Legal Committee and was not merely registered as claimed by C and the player. Consequently, the player was contractually bound to L by means of a valid contract and the Respondents' arguments are to be rejected.
54. For their part, the player and C point out that the copy of the decision presented by the F Professional Football League only confirms the registration of the *"aspirant"* contract on 1 April 2005, not its approval. In this context, they quote articles 254(5) and 256 of the Charter, respectively, in translation, as follows: *"The [aspirant] contract is approved by the F Professional Football League, which sends a copy of the contract by registered post to the Club concerned, the Player and/or his legal representative and the F Football Federation ... approval of a contract is a pre-condition of qualification of the Player as provided by the administrative rules of the F Professional Football League"*. *"Any contract or amendment to the contract which hasn't been approved or where approval has been refused by the Legal Commission is null and void and of no effect"*.
55. According to the player and C, the F Professional Football League has not provided evidence that it complied with the aforementioned article 254(5) and therefore it can only be presumed that the *"aspirant"* contract was not approved and consequently is null and void in accordance with the above-mentioned article 256.

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 case at hand. In this respect, it took note that the present matter was submitted to FIFA on 4 July 2007. Consequently, the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber, edition 2005 (hereinafter: Procedural Rules) are applicable to the matter at hand (cf. article 21 par. 2 and 3 of the Procedural Rules, edition 2008).

2. Subsequently, the members of the Chamber referred to article 3 par. 1 of the Procedural Rules and confirmed that in accordance with article 24 par. 1 and par. 2 in combination with article 22 lit. a of the Regulations on the Status and Transfer of Players (edition 2008), the Dispute Resolution Chamber is competent to deal with the matter at stake, which concerns a dispute between a F club against a F player and an E club in relation to the maintenance of contractual stability in which there has been an ITC (international transfer certificate) request and a claim from an interested party in relation to such ITC request in particular pertaining to compensation for breach of contract and sporting sanctions.
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 article 26 par. 1 and 2 of the Regulations on the Status and Transfer of Players (edition 2008), considering that the present claim was submitted on 4 July 2007 and the contract at the basis of the dispute was signed on 7 March 2005, the previous version of the regulations (edition 2005 - hereinafter: Regulations) is applicable to the matter at hand as to the substance.
4. Once its competence and the applicable Regulations were thus established, the Dispute Resolution Chamber went on to deal with the substance of the case. The members of the Chamber duly noted that L and the player, K, signed an "*aspirant*" contract on 7 March 2005 which was to run during three seasons as from 1 July 2006 until the end of the 2008-09 season, in accordance with which the player was entitled to receive a specific monthly remuneration. According to L, the player had acted in breach of such contract without just cause during the protected period by signing on with C and C had induced the player to such breach of contract. Therefore, L *inter alia* claims payment of compensation for breach of contract and the imposition of sporting sanctions on both the player and C. The player and C, for their part, reject such claims emphasising in particular that the contract(s) entered into by and between the player and L were not valid and that the player was registered as an amateur player with the F club.
5. In the light of the parties' diverging stance with respect to any contractual ties between the player and L and such contractual relationship being at the basis of the present claim, the members of the Chamber firstly had to address the question as to whether the player was in fact contractually bound to L and subsequently, in the affirmative, as to whether the player is to be held liable for breach of contract and C for inducement to such breach of contract as claimed by L. Should the player and C indeed be found guilty of having committed a breach of contract and inducement to breach of contract, respectively, the Chamber will have to decide on the pertinent consequences of such facts on the basis of the Regulations. In order to properly assess all of these questions, the DRC duly evaluated the arguments presented by the various parties and thoroughly examined the entire documentation at its disposal as submitted to the file.

6. First of all, the Chamber turned its attention to the "*convention de formation et plan de carrière*", which was signed by and between the player's legal representative (i.e. the mother) and L on 7 March 2005 in addition to the "*aspirant*" contract. The Chamber noted that, as opposed to the "*aspirant*" contract, the said "*convention*" does not bear the personal signature of the player. L pointed out that such "*convention*" constitutes a contract put in place by the club detailing the framework of the further contractual relationship with the player. The Chamber understands that such "*convention*" merely stipulates the rights and obligations of a player and a club with regard to the sportive and scholar formation of the player in a training centre and cannot be regarded as an employment contract. In this respect, the members of the Chamber recalled that article 5.1 of this "*convention*" explicitly stipulates that it cannot be considered to constitute an employment contract. In addition, this circumstance has been confirmed by the CAS (N - CAS 2004/A/791). For these reasons, the Chamber unanimously agreed that the "*convention de formation et plan de carrière*" shall be considered irrelevant for the purpose of establishing any breach of contract in the sense of article 17 of the Regulations in the case at hand. Such "*convention de formation et plan de carrière*" not being taken into consideration, the Chamber deemed that it was not essential to address the position of the player and C that such "*convention*" was invalid in the light of the requirements under F sports law.
7. The Chamber then focused its attention on the "*aspirant*" contract. It is undisputed that the player and his legal representative (i.e. his mother) signed an "*aspirant*" contract with L which was to run as from 1 July 2006 until 30 June 2009. According to this contract, the player was entitled to receive a monthly salary of EUR 462 for the 2006-07 season in addition to food and accommodation. From the pay slips presented by L, the Chamber noted that the player received accommodation in kind ranging from EUR 302 to EUR 312 on a monthly basis during the same season. Furthermore, the members of the Chamber highlighted that in accordance with the aforementioned CAS decision (N - CAS 2004/A/791) as opposed to a "*convention de formation et plan de carrière*", "*aspirant*" contracts aim at determining the employment conditions between young players and a club and, hence, have to be considered as employment contracts.
8. According to the player and C, the "*aspirant*" contract was invalid on the basis of rules laid down by the F Charter. In particular, and referring to article 352 of the Charter, the Respondents deem that the player was not permitted to enter into such contract since he had not yet completed the first stage of his secondary education. In this respect, and after careful study of the documentation on file, including the confirmation presented by the F Professional Football League in accordance with which the pertinent "*aspirant*" contract was duly concluded in the light of the "*Règlement des pôles espoirs de la F Football Federation*", a copy of which was made available, the members of the Chamber concurred that the player and L had validly entered into the said "*aspirant*" contract. In particular, on the basis of the relevant documentation, i.e. the annex 2 of the Charter, the DRC was satisfied with the fact that, due to his undisputed link to the

“pôle espoir” of the F Football Federation, the player occupied a particular position that authorized him to sign the contract in question prior than under the general rule. This conclusion is further confirmed by the undisputed circumstance that the *“aspirant”* contract had been registered by the Legal Committee of the F Professional Football League and was duly executed by both the player and L during the entire 2006-07 season. To that regard, the Chamber was eager to emphasise that the Respondents’ allegations according to which the remuneration paid to the player during one year on the basis of the *“aspirant”* contract was irrelevant, since the payments were made intentionally in an attempt to disguise the player’s contractual status, could not at all be backed. In fact, at no moment in time the player objected to receiving the relevant monthly payments. The DRC therefore considered the pertinent argument to be an attempt to justify one’s behaviour.

9. The Chamber then turned its attention to the position of the player and C that the *“aspirant”* contract had not been formally approved, as a result of which the *“aspirant”* contract must be considered invalid in accordance with the Charter. In this respect, and assuming that the *“aspirant”* contract indeed had not been approved, the Chamber wondered how L could have validly made use of the player’s services during the full 2006-07 season. This particularly in view of the wording of article 254 (5) of the Charter, according to which approval of a contract is a pre-condition of qualification of the player. With regard to rules on the registration and/or approval of contracts under national sporting regulations (generally issued by member associations), the Chamber deemed it fit to refer to its constant jurisprudence relating to labour disputes in which a club contests the validity of an employment contract concluded between a player and a club due to the non-registration or non-approval of such contract under national rules. In accordance with DRC jurisprudence in such cases, the non-registration or non-approval of an employment contract in principle does not render the signed contract invalid and cannot be held against the player as a valid argument. In the case at hand, such argument is used by the player (and his new club) against L. Even if the *“aspirant”* contract had not been approved (Note: Yet, the DRC could not find any indication corroborating such allegation. (i) The player’s services were used by L during one entire season; (ii) The confirmation by the F Professional Football League, cf. next paragraph), the Chamber deemed that it would have to reject the non-approval of a contract by a third party as a valid argument to demonstrate any non-validity of an employment contract, in order to safeguard the principles of reciprocity and legal certainty. This again bearing in mind the proper execution of the *“aspirant”* contract by both parties during an entire season.
10. Regardless of the aforementioned considerations, the Chamber concurred and emphasised that it had no reason to doubt the written confirmation of the F Professional Football League that the pertinent *“aspirant”* contract had been duly approved by its Legal Committee.

11. In the light of the foregoing considerations, the Chamber agreed that the “*aspirant*” contract signed between the player, his legal representative, and L was a valid contract binding the contractual parties as from 1 July 2006 until the end of the 2008-09 season.
12. For the sake of good order, bearing in mind the position of the player and C who claim that the player was registered as an amateur with L, the Chamber deemed it fit to confirm that in accordance with article 2 par. 2 of the Regulations, the player must be considered a professional player when he was registered with L. Indeed, taking into consideration the criteria set out in the stated article 2 of the Regulations and the monies payable to the player on the basis of the “*aspirant*” contract (cf. points I.3. and II.7. above), the player evidently received remuneration in excess of the expenses he effectively incurred in return for his footballing activity. Equally, the second element contained in the relevant provision, i.e. the existence of a written contract, is met as established by means of the previous consideration (cf. points II.7. – II.11.).
13. The Chamber considered it opportune to stress that a player’s remuneration as per the criteria set out in above-mentioned article 2 of the Regulations constitutes the decisive factor in the determination of the status of the player and that the legal nature or the designation or classification of the contract is of no relevance in this regard. This has been confirmed by the CAS in its decision CAS 2006/A/1177, whereby the Panel also emphasised that the definition contained in the mentioned provision is the only ground to establish a player’s status. For the sake of completeness, the Chamber pointed out that according to the said decision the classification of a player made by the association of his club is not decisive to determine the status of a player. And, finally, that the remuneration in question may well fall short of a living wage, but as long as it exceeds the expenses effectively incurred by the player, the criterion of article 2 of the Regulations is met.
14. Having established that the player indeed was contractually bound to L and registered as a professional player, the Chamber turned its attention to the question as to whether the player is to be held liable for breach of contract and C for inducement to such breach of contract as claimed by L.
15. In this regard, the Chamber outlined that the formal offer of a “*professional contract*” that L made to the player by registered letter in April 2007, the receipt of which has not been contested by the player, is irrelevant to ascertain any breach of the “*aspirant*” contract, but may eventually be considered only for the calculation of compensation for breach of contract.
16. In continuation, the Chamber recalled that, on 19 June 2007, the player confirmed to the F Football Federation his intention to cease his relationship with L and that, on 24 July 2007, the player and C signed a “*Scholarship Agreement*” valid for two years. At this stage, the Chamber briefly pointed out that given the remuneration payable to the player under the said “*Scholarship Agreement*”, the player must be considered a

professional player with C, which issue will be addressed in greater detail later on. Furthermore, from the documentation on file it can be noted that the player had no just cause to prematurely terminate his contractual relationship with L. In fact, no such reason is even invoked.

17. On account of the above, the members of the Chamber unanimously agreed that the player's behaviour having left L to sign on the aforementioned "*Scholarship Agreement*" with C on 24 July 2007, whereas he was contractually bound to L until the end of the 2008-09 season, clearly constitutes a breach of contract by the player without just cause.
18. It was highlighted that, on account of the fact that the "*aspirant*" contract between the player and L was valid as of 1 July 2006 and due to expire on 30 June 2009, the breach of contract by the player undeniably occurred within the period of three seasons, i.e. within the protected period, as indicated under point 7. of the Definitions section of the Regulations.
19. Having stated the above, the Chamber turned its attention to the question of the consequences of such unjustified breach of contract during the protected period committed by the player.
20. In doing so, the Dispute Resolution Chamber first of all established that, in accordance with article 17 par. 1 of the Regulations, the player is liable to pay compensation to L. Furthermore, in accordance with the unambiguous contents of article 17 par. 2 of the Regulations, the Chamber established that the player's new club, i.e. C, 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 CAS (cf. last in CAS 2008/A/1519 and 1520). Notwithstanding the aforementioned, the Chamber recalled that according to article 17 par. 4 sent. 2 of the Regulations, it shall be presumed, unless established to the contrary, that any club signing a professional who has terminated his contract without just cause has induced that professional to commit a breach. In any event, the Chamber determined that it would attend to the question of the possible inducement to breach of contract by C at a later stage of its deliberations, i.e. after having discussed the issue of the compensation due to L.
21. Prior to proceeding with the calculation of the amount of compensation, the Chamber placed emphasis on the primacy of the principle of the maintenance of contractual stability, which represents the backbone of the agreement between FIFA/UEFA and the European Commission signed in March 2001. This agreement and its pillars represent the core of the former (editions 2001 and 2005) as well as of the 2008 version of the

Regulations, which all stakeholders – including player and club representatives – agreed upon in 2001.

22. Above all, the Chamber was eager to point out that the measures provided for by the Regulations concerning in particular compensation for breach of contract without just cause and sporting sanctions serve as a deterrent discouraging the early termination of contracts by either contractual party so as to foster the maintenance of contractual stability. A lack of a firm response by the competent deciding authorities would represent an inappropriate example towards all the football actors.
23. In this respect, awarding compensation in favour of the damaged party (either the player or the club, as the case may be) has proven to be an efficient means and has always found a widespread acceptance since it guarantees that the fundamental principle of the respect of contracts (*pacta sunt servanda*) is preserved and strengthened. The purpose of article 17 of the Regulations is basically nothing else than to reinforce contractual stability. This, because contractual stability is crucial for the well functioning of football.
24. Equally important, it was emphasised that the criteria contained in article 17 of the Regulations are applied with the principle of reciprocity for clubs and players, signifying that both clubs and professionals who are found to have committed a breach of contract without just cause will in all cases be subject to pay compensation and, under specific circumstances, also subject to the imposition of sporting sanctions.
25. The specific case at hand involving the transfer of a player at the age of 16, *in casu* within the European Union (EU), at this point, the Chamber deemed it of paramount importance to place emphasis on another central principle which is included in the aforementioned agreement between FIFA/UEFA and the European Commission and which equally is one of the pillars of the Regulations, i.e. the protection of minors. In this regard, the members of the Chamber considered it appropriate to recall the great significance always and still given by the football institutions to the protection of minors and training clubs. The safeguard of young players as well as training clubs from being exploited is of outstanding importance. The last example for that approach is the latest revision to the provisions of the Regulations pertaining to the protection of minors that will come into force on 1 October 2009. In this context, the DRC pointed out that the maintenance of contractual stability had particular importance precisely in relation to the protection of minors and their training clubs.
26. Having stated the above, the Chamber focussed 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 article 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.

27. The Dispute Resolution Chamber clarified 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. Furthermore, the Chamber underlined that each request for compensation for breach of contract has to be assessed on a case-by-case basis. Finally, the fact that the judging authority has a considerable scope of discretion when establishing the amount of compensation to be paid has been recognised (cf. CAS 2008/A/1519 and 1520).
28. In application of the relevant provision, the Chamber held that it first of all had to clarify as to whether the pertinent "*aspirant*" contract contains a provision by which the parties had beforehand agreed upon an amount of compensation payable by either contractual party in the event of breach of contract. Upon careful examination of the said contract, the members of the Chamber assured themselves that this was not the case in the matter at stake.
29. As a consequence, the members of the Chamber determined that the prejudice suffered by L in the present matter had to be assessed in application of the other parameters set out in article 17 par. 1 of the Regulations. In this regard, the members of the Chamber emphasised that it falls under their responsibility to estimate the prejudice suffered by L in the case at hand, not only in accordance with the above-stated criteria contained in article 17 par. 1 of the Regulations and in due consideration of all specific circumstances of the present matter, but also with their specific knowledge of the world of football, as well as with the experience the Chamber has gained throughout the years. As a general rule, the awarded compensation shall basically put the injured party in the position that the same party would have had if the contract was performed properly (principle of the so-called positive interest).
30. Consequently, in order to estimate the amount of compensation due to L in the present case, the Chamber firstly turned its attention to the remuneration and other benefits due to the player under the existing contract and the new contract. While the remuneration under the existing contract, i.e. the one that was breached, may provide a first indication on the value of the services of the player for the employing club, the remuneration under the new contract may, on the one hand, provide an indication on the value attributed to the same services by the new club. Furthermore, the new remuneration may also be an indication of the general value attributed to the services of the player at the moment the breach occurred and the possible motivation for the player to decide to prematurely leave his club. In the specific case at hand, the Chamber acknowledged that the remuneration under the "*aspirant*" contract and the

“Scholarship Agreement” is more or less equal. At this point, the Chamber stressed that the specific case at hand involves an unjustified breach of contract during the protected period by a young player who was intended to play a key role within the team of the club at which he had started his training at the age of 10. In this regard, the members of the Chamber highlighted that L, keen on continuing to count on the player’s services within its team and so as to reinforce its further contractual relationship with the player, had made a *“professional contract”* offer to the player. In view of the specific circumstances of the matter at stake, the Chamber deemed that the prejudice suffered by L due to the departure of its undisputedly talented young player could only be properly and fairly compensated by not solely taking into account the remuneration payable to the player on the basis of the *“aspirant”* contract but also by including in the calculation the remuneration outlined in the *“professional contract”* offer uncontestedly made by L to the player prior to the latter ceasing his contractual relationship with L. Indeed, such offer, so the Chamber, reflects the value attributed to the player’s services by L for at least the remaining two seasons following the breach of contract by the player.

31. According to the *“aspirant”* contract, it appears that the value of this contract remaining until the ordinary expiration can be calculated in the amount of EUR 20,904 relating to the player’s financial entitlements (salaries in total amount of EUR 13,464 and accommodation of EUR 310 x 24 months). In addition, the value of the *“professional contract”* offer for the first two seasons amounts to EUR 237,120 (yearly signing-on fee and salaries).
32. In continuance, the Chamber noted that L has included in its claim for compensation for breach of contract costs reportedly incurred in connection with the training of the player in question in addition to its separate claim for training compensation. In this respect, the members of the Chamber deemed it fit to point out that according to article 17 par. 1 of the Regulations such costs will be subject to the provisions of article 20 and annex 4 of the Regulations in relation to training compensation. Furthermore, any costs incurred for the training of the player will be considered covered by any possible award of training compensation. Consequently, for the purpose of the calculation of compensation for breach of contract any costs incurred for the training of the player will not be taken into consideration. The Chamber determined that it would attend to the issue of training compensation at a later stage of its deliberations, i.e. after having discussed the consequences of the unjustified breach of contract by the player.
33. After having established that it had no indications at its disposal regarding possible fees and expenses paid or incurred by L and that therefore it could not further consider that criterion, the Chamber turned its attention in greater detail to the aspect relating to the *“specificity of sport”* which is equally explicitly referred to in article 17 par. 1 of the Regulations. At the outset, the Dispute Resolution Chamber recalled that this

important aspect has been recognised by the European Union and has repeatedly been referred to by the CAS for the purpose of establishing the applicable amount of compensation in case of contractual breach, ensuring that the decisions rendered are not only just and fair from a strictly legal point of view, but that they also correspond to the specific needs and interests of the football world and its stakeholders. In this regard, and with reference to the respective jurisprudence of the CAS (cf. in particular CAS 2007/A/1358 and 1359), the Dispute Resolution Chamber recalled that the specificity of sport allows for it to take into account the circumstance that players can be considered the main asset of a club in terms of their sporting value but also from a rather economic point of view.

34. In light of the foregoing, the Chamber considered that the sporting damage caused to L by the player's breach of contract without just cause, in spite of his young age, was particularly important. In this respect, the members of the Chamber referred to the exceptional talents exposed by the player while affiliated to L and to the fact that the player is a member of the F national team of his age class. Likewise, the Chamber paid due consideration to the fact that the player has taken an important position and has equally continued to prove his qualities as a talented player while being registered with C. In fact, during the 2007-08 season, the player's first season at C, he has been in particular voted C's academy scholar of the year with outstanding appearances in the E Football Association youth cup. In addition, the Chamber emphasised once more that the specific case at hand deals with a young highly talented player who breached his contract with his training club prior to his club being able to fully make use of the talents of the player in its first team. The foregoing led the Chamber to conclude that the breach of the contract by the player has prevented L from counting on the player's high quality and valued services for over at least the two additional seasons of the "*aspirant*" contract and from possibly negotiating his transfer to another club and has, thus, caused a considerable sporting damage to L, which shall equally be compensated.
35. The early departure of the player linked to the impossibility for the F club to fully make use of the talents of the player in its first team leads to L having to train a new talented player like K, if at all available in the club's structures. This fact is obviously linked to the necessity of additional investments, even if the club does not decide to find a player directly replacing the one who breached the contract.
36. In this context, the Chamber was also eager to stress that the "*aspirant*" contract concluded between L and the player had, at the moment the latter left the F club for C, still two full seasons to run, i.e. a very important share of the entire contract duration of three seasons. Moreover, the Dispute Resolution Chamber pointed out that the player had entered into the above-mentioned "*pre-Scholarship Agreement*" (cf. point I.5. above) with C as early as in January 2007, i.e. after only 6 months following the entry into force of the 3 seasons "*aspirant*" contract on 1 July 2006, which the Chamber decided to take into account as an aggravating circumstance.

37. Finally, the DRC referred to L's claim for additional damages as compensation for the loss of the possibility to obtain a transfer compensation. On the basis of the specific circumstances of the matter at hand, the Chamber considered that a potential negotiated transfer of the player during the validity of the *"aspirant"* contract would not have been very realistic. This particularly in view of the player's very young age. Indeed, L did not present any evidence of offers presented by third clubs. In the light of these considerations, the respective claim cannot be taken into account.
38. In sum, whilst reiterating that the *"aspirant"* contract was still to run for two more seasons when the breach of contract occurred, the Chamber concluded that the amount of compensation for breach of contract without just cause to be paid by the player to L is firstly composed of the rounded-up amount of EUR 260,000 being the reflection of the remuneration due to the player under the *"aspirant"* contract and the *"professional contract"* offer and the value attributed to his services by L for the two remaining seasons. Furthermore, taking into account the important sports-related damage caused to L by the player and the fact that the relevant breach of contract occurred during the protected period with two more seasons of his contract with L to run, the amount of compensation also needs to include EUR 520,000 reflecting the sports-related damage caused to the F club by the player in the light of the specificity of sport. In this context, the members of the Chamber finally deemed it imperative to emphasise that football organisations and governmental institutions already expressed their concern about the transfers of minor players, even within Europe. The Chamber stated its conviction that the stability and respect of the agreements freely executed by clubs and young players are particularly important for a fair growth of the entire professional football movement inducing the clubs to invest more resources in the training and education of young players.
39. Consequently, on account of all of the above-mentioned considerations and the specificities of the case at hand, the Chamber decided that the player must pay the amount of EUR 780,000 to L as compensation for breach of contract. Furthermore, the club C is jointly and severally liable for the payment of the relevant compensation (cf. article 17 par. 2 of the Regulations).
40. 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 player in accordance with article 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.
41. In this regard, the Dispute Resolution Chamber recalled that, as established under point II.18. above, the breach of contract by the player had actually occurred during the applicable protected period. Consequently, the Chamber decided that, by virtue of article 17 par. 3 of the Regulations, the player had to be sanctioned with a restriction

of four months on his eligibility to participate in any official football match. In this context, the DRC recalled that this is the minimum sanction provided for by the Regulations and the Chamber does not have any scope of discretion to diminish the duration of the suspension. This sanction shall take effect as from the notification of the grounds of the present decision.

42. Finally, the members of the Chamber turned their attention to the question whether, in view of article 17 par. 4 of the Regulations, the player's new club C must be considered to have induced the player to breach his contract with L without just cause during the protected period, and therefore shall be banned from registering any new players, either nationally or internationally, for two registration periods.
43. 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. Consequently, the Chamber pointed out that the party that is presumed to have induced the player to commit a breach carries the burden of proof to demonstrate the contrary (reversal of the burden of proof). In this respect, the Chamber highlighted that the events preceding the signing of the "*pre-Scholarship Agreement*" as explained by C (cf. point I.26. above) and the mere fact of signing such "*pre-Scholarship Agreement*" with the player in January 2007, whereby the player *inter alia* agreed to register with the E club in July 2007 and to "*... sign any documents, when called upon to do so by C, necessary to confirm cancellation of his registration in F and to effect his registration as a Scholar in E with C*", clearly demonstrate that the player was induced by C to commit a breach of his "*aspirant*" contract with L.
44. At this stage, the Chamber deemed it appropriate for the sake of completeness to recall that as soon as L became aware, in April 2007, of C being interested in acquiring the player's services, L informed C in writing of the fact that the player was contractually bound to it until the end of the 2008-09 season.
45. The foregoing led the Dispute Resolution Chamber to conclude that C has clearly induced the player to breach his contract with L, and, concretely, that the E club has actually not been able to reverse the respective presumption contained in article 17 par. 4 of the Regulations.
46. In view of the above, the Chamber decided that in accordance with article 17 par. 4 of the Regulations, C 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. Also with regard to this sporting sanction, the DRC stressed that this is the minimum sanction provided for by the Regulations and the Chamber does not have any scope of discretion to diminish the extent of such sanction.

47. Having decided upon the consequences of the unjustified breach of contract by the player and of the inducement to such breach of contract by C, the Chamber turned its attention to L's claim for payment of training compensation in the amount of EUR 220,000.
48. The Chamber recalled that in its response to such claim, C agreed to provide training compensation upon the player signing his first professional contract with C. In its rejoinder, however, C rejected L's claim for training compensation.
49. First of all and for the sake of good order, the Chamber wished to highlight that according to the Regulations the player's new club (emphasis added), i.e. not the player, is responsible to pay any amount of training compensation possibly awarded to the former club in accordance with article 20 and annex 4 of the Regulations.
50. The Chamber then turned to C's aforementioned initial position from which it was deduced that the E club would imply that the player was not registered as a professional player with C under the "*Scholarship Agreement*". In this regard, the Chamber recalled that under the "*Scholarship Agreement*", signed on 24 July 2007, the player was entitled to receive the following remuneration:
 - a. 95 per week from 24 July 2007 until 23 July 2008
 - b. 105 per week from 24 July 2008 until 23 July 2009
 - c. Bonuses as per the club's incentives schedule (copy duly signed by player and C was presented)
 - d. Various bonuses related to the player's appearance
 - e. Reimbursement of travel expenses
 - f. 20 economy class return Eurostar (train) tickets London-Lille-London per year for him and his immediate family.
51. In this respect, the Chamber referred to its considerations under points II.12. and II.13. above and confirmed that in accordance with article 2 par. 2 of the Regulations, the player must be considered a professional player under the "*Scholarship Agreement*". Indeed, taking into consideration the criteria set out in the stated article 2 of the Regulations and the monies payable to the player on the basis of the "*Scholarship Agreement*", the player evidently receives remuneration in excess of the expenses he effectively incurs in return for his footballing activity. Equally, it is undisputed that the "*Scholarship Agreement*" is a written contract.
52. Furthermore, with regard to E "*Scholarship Agreements*", the Chamber stressed that the CAS confirmed the professional status of a player under "*Scholarship Agreements*" with E clubs in several cases in which such "*Scholarship Agreement*" was at the basis of a claim for training compensation (cf. CAS 2006/A/1177).

53. Having ascertained that the player was registered as a professional player with C by virtue of the *"Scholarship Agreement"*, the members of the Chamber referred to article 20 of the Regulations as well as article 3 par. 1 of annex 4 of the Regulations, in accordance with which the club for which the player is registered as a professional is responsible for paying training compensation to his former club for the time the player was effectively trained by that club. At this point, and for the sake of good order, the Chamber pointed out that although the present case involves clubs both of which are affiliated to an association inside the territory of the EU/European Economic Area (EEA), article 6 par. 3 of annex 4 of the Regulations shall not apply to the specific case at hand, not only since the *"aspirant"* contract was still to run for another two seasons when the player committed the above-established unjustified breach of contract but also due to the mere fact that the player had terminated his contract with L without just cause.
54. On account of the above-mentioned facts and considerations, the Chamber decided that C is liable to pay training compensation to L in accordance with article 20 of the Regulations as well as article 2 par. 1 ii) of annex 4 and article 3 par. 1 of annex 4 of the Regulations. In fact, the player moved as a professional between clubs of two different associations before the end of the season of his 23rd birthday. Equally, the DRC recalled that the obligation to pay training compensation is without prejudice to any obligation to pay compensation for breach of contract (cf. article 1 par. 2 of annex 4 of the Regulations).
55. The Chamber then turned to article 5 paras. 1 and 2 of annex 4 of the Regulations as well as FIFA circular no. 1085 dated 11 April 2007 which provide details on the calculation of training compensation.
56. The members of the Chamber recalled that the player was born on 21 June 1991 and that he had undisputedly been registered with L as of the age of 10. Such registration had at least continued until the end of the season in which the player turned 16, i.e. the 2006-07 season. In this respect, the Chamber pointed out that the amount of training compensation is calculated on a pro rata basis according to the period of training that the player spent with L as from the season in which he had his 12th birthday, i.e. the 2002-03 season. Furthermore, the Chamber pointed out that in accordance with article 5 par. 3 of annex 4 of the Regulations, training costs for players for the seasons between their 12th and 15th birthday shall be based on the training and education costs for category 4 clubs, i.e. EUR 10,000 per season in the case at hand. For the season of the player's 16th birthday the general rule contained in article 5 par. 1 of annex 4 of the Regulations applies, i.e. the costs that would have been incurred by the new club if it had trained the player itself shall be taken into account. Yet, for players moving from one association to another inside the territory of the EU/EEA a special provision exists, i.e. article 6 par. 1 of annex 4 of the Regulations. However, since in the matter at hand both clubs belong to the same category, the relevant provision is irrelevant.

57. Consequently, taking into account the above-mentioned considerations and the fact that both L and C are category 1 clubs, the Chamber decided to partially accept L's claim for training compensation and decided that L is entitled to receive training compensation from C amounting to EUR 130,000.
58. In conclusion, the Dispute Resolution Chamber decided that the player has to pay EUR 780,000 to L as compensation for the unjustified breach of the "*aspirant*" contract during the protected period. In this respect, the Dispute Resolution Chamber also determined that C is jointly and severally responsible for the payment of the above-mentioned amount of compensation to L.
59. In addition, the members of the Chamber decided that C is liable to pay to L training compensation amounting to EUR 130,000.
60. Furthermore, the Chamber decided that the player shall be sanctioned with a restriction of four months on his eligibility to participate in official football matches, taking effect as from the notification of the grounds of the present decision. And finally, the Chamber established that C 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.
61. Finally, the Dispute Resolution Chamber held that the L's claim for legal costs were rejected in accordance with article 15 par. 3 of the Procedural Rules and the Chamber's respective longstanding jurisprudence.
62. The Dispute Resolution Chamber concluded its deliberations in the present matter by establishing that any further claims of L are rejected.
63. From a procedural point of view the DRC decided that in accordance with article 13 par. 2 of the Procedural Rules the findings of the decision were to be communicated first, with the grounds of the decision to be communicated within 20 days as of notification of the findings.

III. Decision of the Dispute Resolution Chamber

1. The claim of the club, L, is partially accepted.
2. The player, K, has to pay to L compensation for breach of contract in the amount of EUR 780,000 within 30 days of notification of the present decision.
3. The club, C, is jointly and severally liable for the aforementioned payment.
4. The club, C, has to pay to L training compensation in the amount of EUR 130,000 within 30 days of notification of the present decision.
5. If the aforementioned amounts are not paid to L within the aforementioned time limits, a 5% interest rate *per annum* as of the expiry of the said time limits will apply and the matter will be submitted, upon request, to the FIFA Disciplinary Committee for its consideration and decision.
6. The club L is directed to inform the player K and the club C directly and immediately of the account number to which the remittances are to be made and to notify the Dispute Resolution Chamber of every payment received.
7. A restriction of four months on his eligibility to play in official matches is imposed on the player K. This sanction shall take effect as of the notification of the grounds of the present decision.
8. The club C is 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.
9. Any further request filed by the club L is rejected.

Note relating to the motivated decision (legal remedy):

According to art. 63 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:

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For the Dispute Resolution Chamber:

Markus Kattner
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Encl: CAS directives