

Decision of the Dispute Resolution Chamber

passed in Zurich, Switzerland, on 9 January 2009,

in the following composition:

Slim Aloulou (Tunisia), Chairman

Philippe Diallo (France), member

Mohamed Mecherara (Algeria), member

Theo van Seggelen (Netherlands), member

Carlos Soto (Chile), member

on the claim presented by the club

F,

as Claimant / Counter-Respondent

against the player

S,

as Respondent / Counter-Claimant

regarding a contractual employment-related dispute arisen between the
aforementioned parties.

I. Facts of the case

1. In July 2005, the club F (hereinafter: F or the club), affiliated to the T Football Federation, and the club J, affiliated to the I Football Federation, signed a transfer agreement for the transfer of the player S (hereinafter: the player) to the club F for a transfer compensation amounting to EUR 8'000'000.
2. On 19 July 2005, the club F and the player, born on 24 December 1980, signed a preliminary employment agreement. Subsequently, the club and the player signed an additional undated document entitled "*Agreement*". The preliminary employment agreement and the document entitled "*Agreement*" establish the principal contractual obligations of the parties, as they will be officialised with the signature of the official employment contract.
3. On 22 July 2005, club F and the player signed the official employment contract of the T Football Federation, providing for a validity from 1 July 2005 to 31 May 2009.
4. From a financial point of view, the above-mentioned employment contract stipulates that the player shall receive a signing-on fee of EUR 250'000. The contract provides for a total salary amounting to EUR 1'850'000 net for the 2005/2006 season (beginning in August), payable in ten equal instalments of EUR 185'000 on the 25th of each month. For the 2006/2007 season, the contract stipulates a net payment of EUR 1'900'000, payable in ten equal instalments, for the 2007/2008 season, a net payment of EUR 1'950'000, payable in ten equal instalments, and finally for the 2008/2009 season, a total net salary of EUR 2'000'000 again payable in ten equal instalments.
5. This employment contract also establishes the option for the club to exercise the right to unilaterally extend the duration of the employment relationship for the 2009/2010 season, providing the player with a total net salary of EUR 2'000'000 for the said season.
6. On 4 February 2008, FIFA received a complaint from the club on the grounds that the player had unilaterally terminated the contract having been absent from the club without justification since December 2007.
7. On 20 February 2008, FIFA forwarded the claim lodged by club F to the player.
8. On 21 February 2008, the player requested from FIFA an extension of the deadline, until 5 March 2008, to provide his relevant position with regard to the claim lodged by the club.
9. On 7 March 2008, the player requested the Dispute Resolution Chamber to suspend the present procedure in order to try to amicably settle the present affair.

10. On 18 March 2008, the legal representative of the player informed FIFA that the attempts to find a settlement agreement had failed.
11. On 11 June 2008 and in view of the statements and respective claims of the parties, the FIFA administration, via an informative letter, advised the parties involved in this matter to consider their labour relationship as terminated and to focus on the financial aspects of the present dispute.
12. With regard to the material aspects of the present procedure, the club is claiming from the player the payment of compensation for the unilateral termination of the employment contract by the player without just cause. The club considers that this compensation should be calculated based on a certain number of criteria, as it is detailed below.
13. According to the club, the first criterion to be taken into account when calculating the compensation is the player's salary and other benefits he was entitled to under the existing employment contract.
14. The second criterion to be taken into consideration is the remaining period of validity of the contract as from the termination by the player without just cause, namely two and a half years (thus including the 2009/2010 season based on the extension option, cf. point I., 5. above).
15. The third criterion is composed by the expenses incurred by the club:
 - EUR 400'000 fee for the player's agent;
 - EUR 8'000'000 corresponding to the transfer compensation paid to J;
 - EUR 390'000 in solidarity contribution paid to the player's training clubs;
 - USD 96'000 for the player's house rental;
 - 58'914.81 in airfares and other expenses;
 - EUR 3'000'000 for the transfer of the player T to club F due to the absence of the player (replacement costs).
16. Consequently, and on the basis of the above objective criteria, the club states that compensation to be paid by the player of at least EUR 12'000'000 should be considered justified.
17. Furthermore, the club requests that a sporting sanction corresponding to a six-month restriction on playing matches be imposed on the player.
18. For his part, the player rejects the claim of the club and in a counter-claim requests the following:

- the club to pay compensation of no less than EUR 16'780'000 for breach of the employment contract without just cause (the player details as follows: EUR 2'780'000 for the value remaining on the contract, EUR 14'000'000 for loss of future earnings, EUR 2'000'000 in damages, plus amounts for bonuses in accordance with FIFA's position on the matter);
 - sporting sanctions to be imposed on the club;
 - the costs of the proceedings.
19. With regard to the facts, the player mentions that in January 2007 he sustained an injury to his left knee during a training session with the club F but that, nonetheless, he continued to play for the club F between January and April 2007 with the help of painkilling injections. He notes that the club misdiagnosed the injury and recommended the wrong medical treatment, as outlined in detail below.
 20. According to the player, in May 2007 the club's medical team agreed that the player could undergo a surgery to correct the injury to his left knee. This operation took place on 23 May 2007 and was performed, according to the player, by a surgeon selected by club F.
 21. In July 2007, club F ordered the player to attend a pre-season training, but at that time the player began to experience difficulty breathing and pain in his left thigh. Subsequently, in August or September 2007, club F medical staff finally diagnosed him with asthma. According to the player, as a result of the club's misdiagnosis, he developed blood clots in his left thigh. The player stresses that the club, and the medical professionals employed or used by the club were responsible for the diagnosis of his injury, the type of surgery performed, and the post-operative treatment. During the investigation, the player presented to the Dispute Resolution Chamber several alleged medical reports.
 22. As asserted by the player, between October and December 2007, while undergoing the wrong medical treatment, he continued to train and play with the club F.
 23. During the second week of December 2007, the player was admitted to hospital in order to undergo independent tests. The tests revealed that he had developed blood clots in his left leg and he was immediately prescribed anticoagulants. Ten days later, the club sent the player for further tests, following which he was recommended to start treatment with Coumadin (anticoagulant) for a period of three to six months.
 24. Following these difficulties, the player informed the club that he was not satisfied and that he would rather consult doctors known by him. According to the player, club F did not object to this and he went on a treatment with Dr X. The player mentions that he travelled on 20 December 2007 for a medical appointment with

Dr Y which was due to take place on 21 December 2007. Following the tests, the doctors in question agreed that the appropriate course of action following the operation in May 2007 would have been to prescribe anticoagulants, and that club F failure to do so had caused the appearance of the blood clots. The player provided the members of the Chamber with a medical report allegedly signed by Dr D establishing the above-mentioned facts.

25. Dr Y's report mentions in particular:
 - that the club misdiagnosed the player as suffering from asthma;
 - that the club's error led to delayed diagnosis of the player, thus causing a real threat to the player's health;
 - that being under treatment with anticoagulants, the player should have been avoiding major physical exertion;
 - that the player's medical condition will persist for some time.
26. The player adds that on 12 January 2008, the club officials travelled in order to check on the treatment prescribed by the I Doctors.
27. The player alleges that on 14 January 2008, being still in I, the club asked him to sign a statement of written consent allowing the club to "freeze" his employment contract in order for him not to be subject to the restrictions concerning the number of foreign players per team in accordance with the pertinent regulations of the T Football Federation. The player presented to the Dispute Resolution Chamber a letter dated 25 January 2008 sent by his legal representative to the club F, stating that he refused to consent to the above-mentioned deregistration.
28. As regards his absence from the club, the player mentions firstly that club F had given him express verbal consent to continue his treatment in December 2007.
29. At club F's request, the player returned on 10 January 2008. The player notes that it was at the recommendation of the club's President that he returned for a second consultation with Dr X, accompanied by club representatives.
30. Furthermore, at that time, club F allegedly gave the player a verbal consent to attend the Cup of Nations to be held from 20 January 2008 to 10 February 2008, as a special adviser to the representative team of the G Football Association. In addition, the player asserts that the club was obliged to release him in accordance with the request presented by the Football Association to the club F.
31. As regards the requests the club made to the player to attend medical appointments or other meetings, the player outlined that he did not consider himself bound to comply with these requests, in particular due to the fact that on

16 January 2008 he was still in for medical treatment, as authorised by the club, and was also preparing his trip.

32. Consequently, and on the basis of the above-mentioned events, the player claims that the club had breached its duty of confidence and duty of care towards him, particularly due to its misdiagnosis and the incorrect medical treatment he had undergone.
33. Furthermore, the player points out that a number of the club's other actions constituted grounds for termination of contract, including the fact that the club gave medical information to the media without his authorisation, extended the duration of the employment contract unilaterally, and refused to provide him with a copy of the employment contract at the basis of the present litigation.
34. In his statement, the player also mentions that he was still receiving a rehabilitation treatment and that he considers that the employment contract was terminated at the end of the 2007/2008 season. In view of all the above-mentioned facts, the player submitted a counter-claim against the club, as detailed at the beginning of the present facts (cf. point I., 18. above).
35. For its part, the club informed FIFA that before the current proceedings and while the employment contract at the centre of this dispute was in force, secret negotiations had taken place between the player's agent and a number of clubs, in particular FC S, affiliated to the G Football Federation.
36. With regard to the payment of the salaries made to the player, the club adds that it has always fulfilled its financial obligations towards the player and that the player received all of his salary payments up to and including April 2008. The club insists on the fact that the payment of the salaries for the months of January, February and March 2008 were transferred to the player's bank account.
37. The club mentions that the period following the surgery in May 2007, which was performed by one of the club's external doctors, passed without incident. The club had always taken care of the player and his health, providing him with all the necessary medical assistance and treatment.
38. On 5 September 2007, the player attended a hospital in I and the respiratory tests carried out detected a bronchospasm. The club adds that the player later visited the hospital again and a deep vein thrombosis was detected, as a result of which he was immediately admitted and prescribed a course of treatment.
39. The club alleges that all of this medical information was confirmed in the medical report prepared by the executive committee of the cardiovascular surgery society, dated 1 February 2008. The report in question, which was provided by the club F during the present investigation, mentions that the player had a deep vein thrombosis following an operation and that the final diagnosis was reached seven months later. The report also notes that this condition does not prevent the

patient from resuming sport and that it is not expected to affect the player's performance.

40. The club outlines that, independently of the medical tests, the player had already left the club F before Christmas 2007, on 23 or 24 December 2007, without the necessary authorisation from the club. Club F asserts that on 16 January 2008, it sent the player a letter inviting him to join the team in I by 19 January 2008 at the latest, with the intention to continue his treatment and to undergo a regular health check with the club's medical team. The club confirmed that the player did not report to the club on 19 January 2008.
41. On 22 January 2008, the club notified the player that it had exercised the unilateral option to extend the employment contract for the 2009/2010 season.
42. The club subsequently reported that it had taken the decision to send the player for a medical check-up at the Clinic in United States of America, one of the world's most renowned medical centres. Accordingly, the club adds that it had arranged an appointment for the player at the clinic on 29 January 2008. The club also notes that it sent the player's legal representative a fax on 25 January 2008, asking him to attend the relevant appointment.
43. The player did not attend the appointment and did not furnish the club with any reason for his failure to do so. In fact, the player allegedly stayed in his country of origin – in order to serve as a special adviser to the representative team of the Football Association during the Cup of Nations.
44. On 28 January 2008, the club management fined the player for the non-fulfilment of his contractual obligations. The club adds that the player was informed of this decision on 1 February 2008 at his legal domicile and that the fine amounted to USD 73'500.
45. The player informed FIFA that he considered this fine unacceptable, as his absences had always been authorised by the club.
46. In the statement it submitted to FIFA, the club refers to the club's disciplinary regulations (F Club Professional Football Team 2007-2008 Season – Disciplinary Guidelines), which provide that the player must undergo the therapies, treatment and programmes established by the club. The club also cites article 9.5 of its disciplinary regulations, which stipulates that injured players may not be absent during their injury period without the authorisation of the doctor of the club.
47. The club therefore asserts that the player was not entitled to leave the club for health-related reasons, due to the medical treatment under the supervision of the club's medical team.

48. As a result of the player's absence, the club F had to hire the player T on a loan basis from 15 January 2008 to 30 June 2009 for a total net amount of EUR 1'500'000. The club signed an employment contract with this player valid until 31 May 2009 for a total net salary of EUR 1'500'000.
49. With regard to the club's refusal to submit a copy of the employment contract, club F alleges that the player could easily have requested a copy from the T Football Federation. Equally, and according to the club, the player's legal representative had never produced a power of attorney in order to be provided with the relevant employment contract.
50. Consequently, and in view of the above, the club considers that the player unilaterally breached the employment contract signed with club F without just cause between December 2007 and January 2008. The club is requesting financial compensation from the player as outlined at the beginning of the present facts (cf. point I., 13.-16. above).

II. Considerations of the Dispute Resolution Chamber

1. First of all, the Dispute Resolution Chamber 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 February 2008. Consequently, the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (hereinafter: Procedural Rules) are applicable to the matter at hand (cf. art. 18 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 in combination with art. 22 lit. b 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 an employment-related dispute with an international dimension between a player and club F.
3. Furthermore, the Chamber analysed which regulations should be applicable as to the substance of the matter. In this respect, it confirmed that in accordance with art. 26 par. 1 and 2 of the Regulations on the Status and Transfer of Players (edition 2008), and considering that the present claim was lodged on 4 February 2008, the current version of the regulations (edition 2008; hereinafter: Regulations) is applicable to the matter at hand as to the substance.
4. Having established its competence and the applicable regulations, the Dispute Resolution Chamber examined the facts and documents submitted by the parties during the investigation of this case as well as their respective statements. The

members of the Chamber noted that after signing two preliminary agreements, on 22 July 2005 the parties signed the official employment contract of the T Football Federation, valid from 1 July 2005 to 31 May 2009.

5. The Chamber highlighted that the underlying issue in this dispute, considering the claim and the counter-claim by the parties, was to determine whether the contract had been unilaterally terminated without just cause and if so, which party was responsible for the early termination of the contractual relationship in question. The Chamber also underlined that subsequently, if it were found that the employment contract was terminated without just cause, it would be necessary to determine the financial and/or sporting consequences for the party that terminated the relevant employment contract.
6. Furthermore, the members of the Chamber noted that in January 2007, the player suffered an injury to his left knee during a training session with the club. It was also noted that on 23 May 2007, the player's left knee was operated on as a result of the above-mentioned injury. The Chamber also took cognisance of the fact that following the surgery and after suffering various pains, particularly in his left thigh, the player developed blood clots in his left thigh. The members of the Chamber remarked that after suffering these pains, the player was diagnosed with asthma and it was not until December 2007, following further medical tests, that the blood clots in his left leg were officially discovered and deep vein thrombosis was detected. The player was then immediately prescribed anticoagulants.
7. The Dispute Resolution Chamber then noted that following the latest mentioned diagnosis, in December 2007, the player travelled with the club's consent to continue his medical treatment, in the course of which it was discovered that the appropriate treatment following the surgery on 23 May 2007 would have been to prescribe anticoagulants. Equally, the deciding authority acknowledged that at the club's request, the player returned on 10 January 2008 and then travelled again to I, followed by club's representatives, on or around 12 January 2008 for further medical consultations.
8. The Chamber wished to point out here that neither of the parties disputed the facts of the case as described above (cf. point II., 6. and 7. above).
9. On the basis of the above-mentioned facts and considering that none of them had been disputed by either of the parties, the Dispute Resolution Chamber concluded that following the surgery on 23 May 2007, the player had not received the appropriate post-operative treatment, which had caused health problems and the formation of blood clots in the player's leg. It would appear from the different medical reports submitted by the parties that the appropriate treatment after the surgery would have been to prescribe anticoagulants.
10. The Chamber also underlined that on 16 January 2008, the club had requested the player to report to the club by 19 January 2008 at the latest with a view to continuing the medical treatment and undergoing further health checks.

Furthermore, the members of the Dispute Resolution Chamber noted that on 25 January 2008, the club had invited the player to travel to an appointment at the Clinic in the United States of America on 29 January 2008 with a view to undergoing a further in-depth medical examination.

11. With regard to the aforementioned club's letters of 16 and 25 January 2008, the Chamber took note that the player did not attend either of the two above-mentioned appointments.
12. The Chamber also observed that the player mentions that the club gave him its verbal consent to attend the Cup of Nations from 20 January 2008 to 10 February 2008 in the role of special adviser to the representative team of the G Football Association. The player also argues that the club was obliged to release him in accordance with the G Football Association's request presented to club F.
13. Consequently, with regard to the early termination of the employment contract at the centre of this dispute, considering the above-mentioned established facts, the members of the Dispute Resolution Chamber concluded firstly that incorrect post-operative treatment such as would appear to have been the case here, could not be considered to be the club's responsibility and therefore could not justify the player's termination of the employment contract with just cause. The responsibility, should it be established by a competent decision-making body, would lie with the medical establishment that performed the operation and prescribed the post-operative treatment. By the same token and to support this view, the members of the Dispute Resolution Chamber underlined that in order to attribute responsibility, it would be necessary to establish an appropriate causal relationship (a cause is appropriate when it naturally, in the ordinary course of events and according to empirical knowledge, produces the effect that has resulted in such a way that it would generally appear to have been contributed to by said cause) between the prejudice and the defendant's behaviour. In this case, the members of the Chamber concluded that the club's behaviour neither directly caused, nor was sufficient to cause, the formation of blood clots in the player's left leg and the deep vein thrombosis detected in the player. In fact, the club had undisputedly at all times put medical treatment at the player's disposal in order to properly cure his injury and provided him with the relevant internal and external medical staff. Eventually, in view of the course of action it had even organised a medical check-up at the Clinic in the United States of America which was scheduled at the end of January 2008, however, was not attended by the player.
14. Having thus cleared the club of any extra-contractual responsibility, the members of the Chamber focused on establishing whether within the framework of the contractual relationship in question, the employer, club F, had breached the duty of care towards the employee that is inherent in the working relationship between an employer and its employee. In this case, the members underlined once again that the club in question took all available measures to take care of the player's health and, in particular, allowed him to undergo surgery and various

medical tests in various establishments even abroad. Furthermore, the Dispute Resolution Chamber pointed out that the club's duty of care had been confirmed by both its desire to see the player on 19 January 2008 with a view to continuing his medical treatment and his undergoing regular health checks and the appointment the club made for the player at the Clinic in the United States of America on 29 January 2008 in order to undergo in-depth examinations.

15. In view of the above, the Dispute Resolution Chamber established that the club had properly fulfilled the duty of confidence and care towards the player that are required within the framework of a contractual employment relationship. As a consequence, the Chamber rejected the player's argument that the club unlawfully terminated the employment contract through failing in its duty of care, mainly due to the misdiagnosis and the incorrect medical treatment he received.
16. Furthermore and with regard to the player's allegation that the club breached the relevant employment contract by giving medical information to the media without his authorisation, the Chamber noted that in accordance with art. 12 par. 3 of the Procedural Rules, any party claiming a right on the basis of an alleged fact shall carry the burden of proof. Consequently, the Chamber pointed out that the player had been unable to provide any evidence concerning this assertion.
17. In continuation, the members of the decision-making body focused on the conduct of the player. First of all, the Chamber referred to the player's argument that he had been released by the club from 20 January 2008 to 10 February 2008 to attend the Cup of Nations as a special adviser to the representative team of the G Football Association. The player mentions that this absence was perfectly justified because the club itself had verbally consented to it and also because the club was obliged to release him in accordance with the relevant G Football Association's request.
18. In this respect, and in particular, the alleged verbal authorisation by the club to attend the Cup of Nations, the Chamber noted again that in accordance with art. 12 par. 3 of the Procedural Rules, the player had been unable to provide any evidence that the club had effectively authorised him to attend the Cup of Nations as an adviser to the Football Association, from 20 January 2008 to 10 February 2008.
19. With regard to the club's alleged obligation to release the player for said competition in accordance with the G Football Association's request, the members of the Chamber wished to underline that, given that the player was unable to play for his representative team at the competition in question due to his injury, the club F was not under any obligation to release the player in accordance with Annexe 1 of the Regulations for the period of the competition in question. Furthermore, the members of the Chamber remarked that Annexe 1 of the Regulations does not provide for the release of a player so that he can act as a consultant to his representative team. Indeed, the scope of application of the

annexe in question only relates to players who are required to actively take part in a match for their representative team in accordance with the coordinated international match calendar.

20. The members of the Chamber thus concluded that the player was not authorised to attend the Cup of Nations from 20 January 2008 to 10 February 2008 in order to act as an adviser to the representative team of the G Football Association because firstly, he had received no authorisation from the club and secondly, said absence did not fall within the scope of Annexe 1 of the Regulations.
21. Having resolved the issue relating to the Cup of Nations, the members noted that the player in question had not complied with the two letters from the club requesting him to report to the club by 19 January 2008 at the latest and to the Clinic on 29 January 2008. In this regard, the Chamber mentioned that the employer may issue specific instructions to employees as a corollary to the essential element of an employment contract, namely the relationship of subordination, provided that said instructions are in accordance with the club's needs and respect the player's rights. In this case, the members concluded that the player had not complied with the instructions issued by the club and that he should have done so in accordance with the terms of the employment contract, especially since the relevant instructions had been issued with a view to safeguarding and preserving the health of the player.
22. Consequently, and in light of the above, the members of the Dispute Resolution Chamber decided that in abandoning the club without authorisation and not complying with the club's instructions, eventually and in particular in failing to attend the second appointment on 29 January 2008, the player had terminated the employment contract without just cause from that date.
23. Consequently, having determined which party terminated the employment contract without just cause, the Dispute Resolution Chamber focused on the potential financial and/or sporting consequences for the player of said termination of contract without just case.
24. This decision-making body considered all the facts of the case and deemed that the player's responsibility for the termination of the employment contract without just cause was mitigated and therefore diminished by several attenuating circumstances in the player's favour, as explained below.
25. First of all, the Chamber noted that when the player refused to sign the document concerning his deregistration proposed by the club on 14 January 2008 so that the club was no longer subject to the restrictions on the number of foreign players per team in accordance with the regulations of the T Football Federation, the club's attitude towards the player suddenly changed and, *inter alia*, it no longer allowed the player to continue his medical treatment as he had done up to that point.

26. Another mitigating factor borne in mind by the Chamber was that already on 22 January 2008, the club exercised the unilateral option to extend the employment contract for the 2009/2010 season, i.e. 16 months prior to the initial expiry date of the employment contract and, in particular, only 13 days before the club officially lodged its claim with FIFA. According to the Chamber's free consideration, this shows that the option in question was only exercised in order to claim greater financial compensation for breach of contract without just cause in connection with the player in these proceedings in accordance with art. 17 of the Regulations. In this respect and with regard to unilateral options to extend the duration of an employment contract, the Dispute Resolution Chamber outlined that in accordance with its hitherto jurisprudence, as a general rule and without compromising the validity of the initial duration of a contract, an unilateral option in favour of a club cannot be considered, since it limits the freedom of the player in an excessive manner and leads to an unjustified disadvantage of the player's right towards the club, i.e. the employer, in particular, if like in the case at hand, the remuneration after the extension payable to the player is not increased.
27. The Chamber also highlighted another fact which diminishes the player's responsibility in the present case. The Chamber noted that the club signed a loan agreement for the player T valid from 15 January 2008 to 30 June 2009. The Chamber also observed that the club requested the player to report for duty by 19 January 2008 at the latest. Consequently, the Dispute Resolution Chamber concluded that the reason for the engagement of the player T cannot be entirely attributed to the absence of the player because at the time of the signature of the loan agreement in question, there was no indication to the club F that the player would not report for duty by the imposed deadline.
28. Another attenuating circumstance to be considered in connection with the player's contractual liability is that following all the health problems caused by the injury he suffered in January 2007, he was in a psychological state that could be described as fragile and depressed for reasons not linked to his behaviour and for which he could not be held responsible. In this respect, the Chamber deemed it appropriate to point out that prior to the relevant health problems the player had always shown an adequate and untainted stance.
29. Furthermore, having determined which party terminated the employment contract without just cause and the degree of responsibility for said termination, the members of the Dispute Resolution Chamber focused on the potential financial and/or sporting consequences in this case.
30. With regard to the financial consequences of the termination of the employment contract, the Chamber referred to art. 17 par. 1 of the Regulations and recalled that the said provision provides for a non-exhaustive enumeration of criteria to be taken into consideration when calculating the amount of compensation payable. Therefore, another objective criteria may be taken into account at the discretion of the deciding authority.

31. On this basis, the members of the Chamber highlighted that all the financial obligations provided for in the contract had been fulfilled towards the player until the end of April 2008. This fact was not disputed by the player. Thus, the club F remunerated the player beyond the termination of the employment contract without just cause, that occurred on 29 January 2008. The Chamber deemed that it should consider this fact in determining the amount of compensation to be paid by the player.
32. On the other hand, the Chamber acknowledged that on 28 January 2008 the club management had already fined the player for the non-respect of his contractual obligations, i.e. presumably and primarily for the unauthorised absence as of 20 January 2008. The relevant fine amounted to USD 73'500. Also this objective element should, according to the Chamber, be duly considered.
33. Referring to the criteria mentioned in art. 17 par. 1 of the Regulations, the deciding authority noted that the time remaining on the contract that was breached following the cessation of the salary payments by the club and while not considering the additional 2009/2010 season for the reasons mentioned in point II., 26. above, is of 16 months. The remuneration due to the player under the said contract for the originally remaining time amounts to EUR 2'195'000. The player is yet to sign a new contract. Furthermore, the non-amortised part of the compensation paid to J amounts to EUR 2'212'766 (total duration of original employment contract 47 months [1 July 2005 to 31 May 2009]; time remaining 13 months [1 May 2008 to 31 May 2009]). In this regard, the Chamber considered that also the signing-on fee paid to the player in the amount of EUR 250'000 should be shortened on a pro rata temporis basis, which leads to an amount of EUR 69'149 to be considered for the calculation of the compensation due.
34. Equally, and while referring once again to art. 12 par. 3 of the Procedural Rules, the members of the Chamber considered that club F had not sufficiently specified respectively, was unable to present clear evidence for fees allegedly paid to agents, solidarity contribution paid in addition to the transfer compensation paid to J (solidarity mechanism is to be deducted from agreed transfer compensation according to art. 1 of Annexe 5 of the Regulations) and the alleged airfares and other expenses. Therefore, the relevant positions could not be considered. Also, the Chamber did not take into account the alleged rent of the house for the period following the player's departure.
35. In view of all of the above, the Chamber concluded that bearing in mind art. 17 par. 1 of the Regulations, among others, as well as the circumstances of the case, in particular the and attenuating circumstances which diminished the player's contractual responsibility, after having duly taken into account the specificities of the present case, compensation of EUR 2'281'915 payable by the player to the club F would appear fair and proportionate. Furthermore, the members of the Chamber decided not to impose sporting sanctions on the player due to the specific circumstances of this case.

36. Also, for the sake of good order, having determined that the player terminated the employment contract without just cause, the members of the Chamber decided to reject the player's counter-claim in full.
37. The Dispute Resolution Chamber hereby decides to order the player S to pay the sum of EUR 2'281'915 to the club F in compensation for unilateral termination of the employment contract without just cause on the part of the player.

III. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant / Counter-Respondent, the club F, is partially accepted.
2. The Respondent / Counter-Claimant, the player S, is ordered to pay to the Claimant / Counter-Respondent, the club F, the amount of EUR 2'281'915 **within 30 days** as from the date of notification of this decision.
3. Any further claims lodged by the Claimant / Counter-Respondent, the club F, are rejected.
4. In the event that the above-mentioned amount is not paid within the stated deadline, an interest rate of 5% per year will apply as of expiring of the fixed time limit and the present matter shall be submitted upon the party's request to FIFA's Disciplinary Committee for its consideration and decision.
5. The Claimant / Counter-Respondent, the club F, is directed to inform the Respondent / Counter-Claimant, the player S, immediately and directly of the account number to which the remittance is to be made and to notify the Dispute Resolution Chamber of every payment received.
6. The counterclaim of the Respondent / Counter-Claimant, the player S, 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:

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

Markus Kattner
Deputy Secretary General

Encl. CAS directives