

# **Decision of the Dispute Resolution Chamber**

passed in Zurich, Switzerland, on 7 September 2011,

in the following composition:

**Geoff Thompson** (England), Chairman

**Ivan Gazidis** (England), member

**Zola Majavu** (South Africa), member

**Michele Colucci** (Italy), member

**Joaquim Evangelista** (Portugal), member

on the claim presented by the player,

**A,**

*as Claimant*

against the club,

**D,**

*as Respondent*

regarding an employment-related dispute  
between the parties

## I. Facts of the case

1. On 6 August 2009, the player, A (hereinafter: *the Claimant*), and the club, D (hereinafter: *the Respondent*), signed an employment contract (hereinafter: *the contract*) valid from the date of signature until 31 May 2011.
2. According to art. 3 of the contract, the Claimant was entitled to receive:
  - USD 50,000 to be paid in cash for the season 2009/10 and USD 70,000 to be paid in cash on 1 August 2010 for the season 2010/11;
  - USD 100,000 as a guarantee fee, to be paid in 10 monthly instalments for each season;
  - USD 50,000 per-game salary, divided by 34 matches per season;
  - a car;
  - a rental house;
  - 3 round trip tickets to C per year.
3. In addition, the Claimant's remuneration is bound to following payment terms:
  - *"in case of attendance in the first 11: 100%;*
  - *in case of attendance later: 75%;*
  - *in case of his attendance in the squad but without playing in the game: 50%;*
  - *in case of not taking part in the squad no attendance fee request;*
  - *the attendance fees will be paid after every 8 matches as 4 attendance fees to the player"*.
4. In accordance with art. 8 of the contract, the attendance fee for the *"Cup and friendly games"* will not be paid. Furthermore, if the Claimant takes part in 11 out of 20 matches in the first year, he will receive additionally USD 50,000. If the Claimant takes part in 20 matches during the second year, he will receive additionally USD 55,000.
5. According to art. 8 par. 7 of the contract, the payments are to be done to the Claimant net.
6. On 30 December 2009, the Claimant lodged a complaint against the Respondent for breach of contract in front of FIFA requesting, *inter alia*, the total amount of USD 600,000, plus 5% interest from the date of which each of the contractual instalments and/or signing-on fees would have been due, made up of:

- USD 50,000 as "*signing fee*" for the season 2009/10;
  - USD 70,000 to be paid on 1 August 2010;
  - USD 200,000 as guarantee fee;
  - USD 100,000 for the season 2009/10 and 2010/11 total per-game salaries;
  - USD 50,000 for the season 2009/10 participation in the matches;
  - USD 55,000 for the season 2010/11 participation in the matches;
  - USD 25,000 for six round trip flight tickets to C (2009-2011), a rental car and a rental house;
  - USD 50,000 as compensation.
7. In addition, the Claimant requests that sporting sanctions shall be imposed on the Respondent, i.e. the Respondent shall be banned from registering new players, either nationally or internationally, for two registration periods.
  8. The Claimant provided a copy of a cheque dated 10 October 2009, in the amount of USD 70,000, which corresponds to the signing-on fee of USD 50,000, as well as the guarantee fees for August and September 2009 of USD 10,000 each. According to the Claimant, the cheque was not paid out, since there were no funds covering the cheque.
  9. The Claimant argued that the Respondent failed to make any payments up to date as well as to provide him with a rental car and a rental house. Consequently, he allegedly lived in the Respondent's hotel since his arrival in August 2009.
  10. On 27 October and 1 November 2009, the Claimant sent reminders to the Respondent of its arrears in the amount of USD 70,000, respectively USD 80,000.
  11. The letters remained unanswered by the Respondent and the latter banned him from the training with the First Team and ordered him to train and play with the Second Team, after it has received the afore-mentioned reminders by the Claimant. Furthermore, the Claimant was not granted 4 days of vacation as all the other players in the First Team were.
  12. On 12 November 2009, the Claimant sent a final reminder to the Respondent in order to fulfil all its contractual obligations, as otherwise the Claimant considers the contract as terminated, which remained unanswered.
  13. On 19 November 2009, the Claimant terminated the contract with immediate effect in writing to the Respondent due to non-compliance of the contractual terms, i.e. outstanding amounts and benefits, on the part of the latter.
  14. In addition, the Claimant provided a letter from the Football Federation T dated 24 November 2009 in which it acknowledged the Claimant's letter dated 19 November 2009 and, in this regard, the contractual relationship between the Respondent and the Claimant as being terminated. Furthermore, it stated that he "*must not to play in any*

*matches of your club*". Moreover, it referred to art. 22 of the Regulations on the Status and Transfer of Players according to which his request should be sent to FIFA.

15. The Claimant provided a list of his official matches played in 2009/10 issued by the Football Federation T on 23 August 2011, according to which the Claimant played 14 matches from 8 August until 22 November 2009.
16. Despite having been asked by FIFA to do so, the Respondent did not submit its position to the Claimant's claim.
17. On 1 January 2010, the Claimant found new employment with the club, H, valid from the date of signature until 31 December 2012. According to the contract, the Claimant was entitled to receive the amount of 750,000:
  - 150,000 in 6 equal monthly instalments of 25,000 each, payable from 1 January until 1 June 2010;
  - 300,000 in 12 equal monthly instalments of 25,000 each, payable from 15 July 2010 until 1 June 2011;
  - 300,000 in 12 equal monthly instalments of 25,000 each, payable from 15 July 2011 until 1 June 2012.
18. On 8 August 2010, the Claimant found new employment with the club, T, valid from the date of signature until 7 June 2011. According to the contract, the Claimant was entitled to receive, *inter alia*, the amount of USD 120,000:
  - USD 50,000 as signing-on fee;
  - USD 70,000 in 10 monthly instalments of USD 7,000 each;
  - an apartment.

## **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 present matter. In this respect, it took note that the present matter was submitted to FIFA on 30 December 2009, thus after 1 July 2008. Consequently, the Chamber concluded that the 2008 edition of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (hereinafter: *Procedural Rules*) is applicable to the matter at hand (cf. art. 21 par. 2 and 3 of the Procedural Rules).
2. Subsequently, the members of the Chamber referred to art. 3 par. 1 of the Procedural Rules and confirmed that in accordance with art. 24 par. 1 in combination with art. 22 lit. b) of the Regulations on the Status and Transfer of Players (edition 2010), the Dispute Resolution Chamber shall adjudicate on employment-related disputes between a club

and a player of an international dimension. As a consequence, the Dispute Resolution Chamber confirmed to be competent to deal with the matter at stake, which concerns an employment-related dispute between a player and a club.

3. In continuation, 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 (editions 2010 and 2009) and, concerning that the present claim was lodged on 30 December 2009 the 2009 edition of said regulations (hereinafter: *Regulations*) is applicable to the matter at hand as to the substance.
4. The competence of the Chamber and the applicable regulations having been established, the Chamber entered into the substance of the matter. The members of the Chamber started by acknowledging the above-mentioned facts and documents contained in the file.
5. In doing so, the Chamber first of all noted that it was undisputed that the parties had entered into an employment contract valid as from 6 August 2009 until 31 May 2011.
6. In addition, the Chamber noted that the Claimant claimed that the Respondent had breached the contractual relationship without just cause, since the Respondent allegedly failed to pay the Claimant's signing-on fee for the season 2009/10 as well as the guarantee fees as from August until mid-November 2009. Therefore, the Claimant asked to be awarded USD 600,000 plus 5 % interest *p.a.*, corresponding to the whole contractual value until its expiry, made up of USD 50,000 as signing-on fee for the season 2009/10; USD 70,000 to be paid on 1 August 2010 for the season 2010/11; USD 200,000 as guarantee fees for the seasons 2009/10 and 2010/11; USD 105,000 for participation in matches for the seasons 2009/10 and 2010/11; USD 25,000 for six flight tickets from 2009-2011, a rental car, and a rental house; USD 50,000 as compensation for breach of contract without just cause as well as sporting sanctions to be imposed on the Respondent.
7. The members of the Chamber observed that, on the other hand, the Respondent never took position on the claim lodged against it by the Claimant, despite having been asked to do so by FIFA. Therefore, the Chamber underlined that, in this way, the Respondent renounced to its right to defence and, thus, accepted the allegations of the Claimant.
8. As a consequence, the members of the Chamber referred to art. 9 par. 3 of the Procedural Rules and pointed out that in the present matter a decision shall be taken upon the basis of the documentation on file, in other words upon the documents and allegations provided by the Claimant.
9. Thus, the DRC held that, in accordance with the general legal principle of *pacta sunt servanda*, the Respondent must fulfill its obligations as per the employment contract

concluded with the Claimant and, consequently, pay the outstanding remuneration, which is due to the latter. In this respect, the Chamber took into account all documentation provided by the Claimant, including the Claimant's match list.

10. In this respect, the Chamber noted that the Claimant had sent a letter to the Respondent on 27 October 2009, by means of which the Claimant informed the latter of its arrears of payment of the guarantee fees for the months of August and September 2009 as well as the signing-on fee for the season 2009/10. Equally, the Chamber took note of two additional reminders sent by the Claimant to the Respondent on 1 and 12 November 2009, in which the Claimant reminded the Respondent of the outstanding guarantee fee payments for the months of August, September, and October 2009, as well as the signing-on fee for the season 2009/10.
11. In continuation, the Chamber referred to the letter dated 19 November 2009, by means of which the Claimant terminated the employment contract with immediate effect, stating that the Respondent had not complied with the Claimant's requests to pay three months of outstanding guarantee fees as well as the signing-on fee for the season 2009/10. The Chamber highlighted that the validity of these letters was never disputed by the Respondent.
12. Consequently, the Chamber came to the conclusion that the contractual relationship was terminated as of 19 November 2009, corresponding to the Claimant's contract termination.
13. In view of the foregoing, the Chamber went on to establish whether there were, at the moment of termination outstanding salaries due to the Claimant by the Respondent.
14. On account of the above, the Chamber considered it to be established that the Respondent had not made payment of the guarantee fees for the months of August, September, October, and mid-November 2009 until the date of the contract termination by the Claimant as well as the signing-on fee for the season 2009/10. Therefore, the Chamber decided that the amount of USD 85,000 (i.e. 3 x USD 10,000, plus 1 x USD 5,000, plus 1 x USD 50,000) was outstanding.
15. Equally, the Chamber noted that, based on the employment contract, the Claimant would receive a per-game salary and that, according to the employment contract, the per-game salary of USD 50,000 is to be divided by 34 matches per season (cf. I/pt. 2.). Furthermore, the members of the Chamber took the provided match list of the Claimant into account, according to which the Claimant played in five matches as from 8 August until 3 October 2009.

16. In view of the foregoing, the Chamber deemed it to be established that the Respondent has not made payments of five match bonuses to the Claimant in the total amount of USD 8,085, made up of:
- USD 4,410 for the matches played on 8, 30 August 2009 and 3 October 2009 *"in case of attendance in the first 11"* the Claimant shall receive 100% (i.e. USD 50,000 / 34 = USD 1,470 per-game salary; 3 x USD 1,470);
  - USD 2,205 for the matches played on 15 and 24 August 2009 *"in case of attendance"* the Claimant shall receive 75% (i.e. USD 1,470 x 75% = USD 1,102.50 x 2);
  - USD 1,470 for the matches attended on 19 and 26 September 2009 *"in case of his attendance in the squad but without playing in the game"* the Claimant shall receive 50% (i.e. USD 1,470 x 50% = USD 735 x 2).
17. Furthermore, the Chamber added that *"in case of not taking part in the squad"*, the Claimant is not entitled to receive an attendance fee, which is the case for the matches of 21 September, 18, 25, and 28 October 2009 as well as on 1, 8, and 22 November 2009.
18. On account of the above, the Chamber considered that the reimbursement of the per-game salaries was equally covered by the Respondent's obligation of payment terms of the Claimant's remuneration. Therefore, the Chamber decided that the amount of USD 8,085 (i.e. USD 4,410, plus USD 2,205, plus USD 1,470) was also due to the Claimant.
19. In continuation, the Chamber noted that the Claimant furthermore claimed an amount of EUR 25,000 made up of six round trip flight tickets to C (2009-2011), a rental car as well as a rental house. In this respect, the Chamber duly examined the employment contract in order to establish whether there was a contractual basis for the reimbursement of the aforementioned amounts. In this respect, the Chamber noted that the employment contract did not specify any amounts for the car and rental house and that the only specification mentioned in the contract was with regard to three round trip tickets to C. Therefore, the members of the Chamber were of the opinion that only the return flight ticket to C was due to the Claimant and decided to reject the claim respective a rental car and a rental house. Hence, the Chamber decided that the Respondent shall pay the Claimant the amount of USD 380 corresponding to a one-way flight ticket economy class from D to C for the return of the Claimant to country E after the breach of contract has occurred.
20. As to the amount of the outstanding remuneration due to the Claimant, the members of the Dispute Resolution Chamber determined that since the Claimant terminated the contract on 19 November 2009, the Claimant was to receive the uncontested amount of EUR 93,465, composed of USD 50,000 as the signing-on fee to be paid in cash for the season 2009/10, outstanding guarantee fees of USD 35,000 for the months of August until mid-November 2009, match bonuses of USD 8,085 corresponding to five matches as well as USD 380 for one one-way economy class flight ticket from D to C.

21. With regards to the claimed interest, the Chamber noted that, according to the employment contract, there is no due date of payments stipulated. Hence, the Chamber decided that the Respondent had to pay default interest at a rate of 5% *p.a.* on the first day of the following month for which the payment was due, as follows:
  - 5% *p.a.* as of 1 September 2009 over the amount of USD 50,000;
  - 5% *p.a.* as of 1 September 2009 over the amount of USD 10,000;
  - 5% *p.a.* as of 1 October 2009 over the amount of USD 10,000;
  - 5% *p.a.* as of 1 November 2009 over the amount of USD 10,000;
  - 5% *p.a.* as of 1 December 2009 over the amount of USD 5,000.
22. Regarding the outstanding amount of USD 8,085 corresponding to five match bonuses, the Chamber decided that the Respondent had to pay default interest at a rate of 5% *p.a.* as of the day after the last match the Claimant attended on 3 October 2009, consequently 5% *p.a.* as of 4 October 2009 over the amount of USD 8,085.
23. Having established all of the aforementioned, the members of the Chamber went on to examine whether the Claimant had just cause to terminate the contractual relationship, and if so, which were the consequences arising therefrom.
24. Based on the foregoing, the Chamber recalled that, in the past, it had on numerous occasions upheld the unilateral termination of an employment contract by players who had, depending on the particular circumstances of the relevant case at stake, not received their salaries for two or more months.
25. In this respect, the Chamber concluded that, in line with its well-established jurisprudence, by failing to pay the Claimant, *inter alia*, more than three consecutive monthly salaries, i.e. guarantee fees, the Respondent breached the contract without just cause and the Claimant had therefore a just cause to unilaterally terminate the contractual relationship on 19 November 2009.
26. The Chamber deemed that it was undisputed between the parties that the Respondent had not paid the Claimant's guarantee fee for the time period between August and mid-November 2009, i.e. for three and a half months. Equally, it was uncontested that the Claimant reminded the Respondent of the outstanding payments on several occasions.
27. In this regard, the Chamber concluded that the delay of three and a half months in the fulfillment by the Respondent on its financial obligations is already a sufficiently long period of time to justify an unilateral termination of the employment contract.
28. Therefore, the Chamber was of the opinion that the Respondent breached the employment contract and that, consequently, the Claimant had just cause to prematurely terminate said contract, as the latter had done by means of the letter dated 19 November 2009.

29. On account of the above, the members of the Chamber also held that the Respondent was not only to pay the outstanding remuneration to the Claimant, but also had to pay compensation for breach of contract in conformity with art. 17 par. 1 of the Regulations.
30. In this context, the Chamber focussed its analysis on the amount of compensation for the unjustified breach of contract due by the Respondent to the Claimant and examined the objective criteria listed in art. 17 par. 1 of the Regulations. The Chamber clarified that the criteria listed therein were, however, not exhaustive and that each request for compensation for breach of contract had to be assessed on a case-by-case basis.
31. In continuation, the members of the Chamber referred to item 7 of the *"Definitions"* section of the Regulations, which stipulates, *inter alia*, that the protected period shall last *"for three entire seasons or three years, whichever comes first, following the entry into force of a contract, where such contract is concluded prior to the 28<sup>th</sup> birthday of the professional, or two entire seasons or two years, whichever comes first, following the entry into force of a contract, where such contract is concluded after the 28<sup>th</sup> birthday of the professional."*
32. In this respect, the Chamber took note that the Claimant terminated the contract with just cause due to the breach of contract committed by the Respondent on 19 November 2009, i.e. approximately three and a half months after the signature of the contract only. Therefore, the Chamber concluded that the breach had in any case occurred within the protected period.
33. Having stated the above, the Chamber turned its attention to the question of the consequences of such breach of contract committed by the Respondent during the protected period.
34. The members of the Chamber recapitulated that, in accordance with art. 17 par. 1 of the Regulations, the amount of compensation shall be calculated, in particular and unless otherwise provided for in the contract at the basis of the dispute, with due consideration for the law of the country concerned, the specificity of sport and further objective criteria, including, in particular, the remuneration and other benefits due to the Claimant under the existing contract and/or the new contract, the time remaining on the existing contract up to a maximum of five years, and depending on whether the contractual breach falls within the protected period.
35. In application of the relevant provision, the Chamber held that it first of all had to clarify as to whether the pertinent employment contract contains a provision by means of which the parties had beforehand agreed upon an amount of compensation payable by the contractual parties in the event of breach of contract. The Chamber established that no such compensation clause was included in the employment contract at the basis of the matter at stake.

36. As a consequence, the members of the Chamber determined that the amount of compensation payable by the Respondent to the Claimant had to be assessed in application of the other parameters set out in art. 17 par. 1 of the Regulations. The Chamber 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, other objective criteria may be taken into account at the discretion of the deciding body.
37. On this basis, the members of the Chamber highlighted that the Respondent did not provide any reason whatsoever for its non-fulfilment of its payment obligations, as agreed upon in the employment contract. In addition, the members of the Chamber recalled once more that the early termination of the employment contract occurred shortly after the entry into force of such employment contract. The Chamber deemed that it should consider these facts in determining the amount of compensation to be paid by the Respondent.
38. Equally, and in order to evaluate the compensation to be paid by the Respondent, the members of the Chamber, in line with art. 17 par. 1 of the Regulations, took, *inter alia*, into account the remuneration due to the Claimant in accordance with the contract and the time remaining on the same contract, as well as the professional situation of the Claimant after the early termination occurred.
39. Furthermore, the Chamber acknowledged that the Claimant had entered his services in favour of the Respondent for approximately three and a half months - from 6 August until 19 November 2009 - and that the relevant employment contract still had approximately one and a half years until its expiry at the moment of its termination.
40. In continuation, the members of the Chamber deemed it important to recall that bonus and other remuneration, which present a variable and uncertain character from one season to another, shall not be taken into consideration in the calculation of the compensation.
41. *In casu*, the members of the Chamber acknowledged that the per-game salaries in the amount of USD 100,000, respectively remaining USD 91,915 (i.e. USD 100,000 - USD 8,085), for the season 2009/10 and 2010/11 were due to the Claimant "*in case of attendance in the first 11: 100%*", "*in case of attendance later: 75%*", "*in case of his attendance in the squad but without playing in the game: 50%*", "*in case of not taking part in the squad*" no attendance fee request, as well as the amount of USD 50,000, if the Claimant takes part in 11 out of 20 matches in the first year, and USD 55,000 if the Claimant takes part in 20 matches during the second year. Thus, the Chamber could not undoubtedly establish that the Claimant would have received the said salaries since they were dependent on his match participation. Consequently, the Chamber had no other alternative but to refuse to take into consideration the said per-game salaries while

assessing the amount of compensation. Therefore, according to the Chamber, the residual value of the contract amounted to USD 70,000 to be paid on 1 August 2010 and USD 165,000 as the remaining guarantee fees until the expiry of the contract, which serve as the basis for the final determination of the amount of compensation for breach of contract.

42. Bearing in mind the foregoing, the Chamber proceeded with the calculation of the monies payable to the Claimant under the terms of the employment contract until 31 May 2011. Consequently, the Chamber concluded that the amount of USD 235,000 corresponds to the remaining monthly guarantee fees of USD 165,000 (i.e. 16 and a half instalments for the months from mid-November 2009 until 31 May 2011) as well as USD 70,000 to be paid on 1 August 2010 the Claimant would have received until the expiry of the contract.
43. Likewise, the members of the Chamber noted that, at the time of the decision and during the contractual period, the Claimant had signed two new employment contracts with different clubs as follows:
  - from 1 January 2010 until 31 December 2012 with the club, H, for a remuneration of 750,000, to be paid as follows:
    - 150,000 in 6 equal monthly instalments of 25,000 each, payable from 1 January until 1 June 2010;
    - 300,000 in 12 equal monthly instalments of 25,000 each, payable from 15 July 2010 until 1 June 2011;
    - 300,000 in 12 equal monthly instalments of 25,000 each, payable from 15 July 2011 until 1 June 2012;
  - from 8 August 2010 until 7 June 2011 with the club T, *inter alia*, for a remuneration of USD 120,000, to be paid as follows:
    - USD 50,000 as signing-on fee;
    - USD 70,000 in 10 monthly instalments of USD 7,000 each;
    - an apartment.
44. On account of the above, in accordance with the constant practice of the DRC and the general obligation of the Claimant to mitigate his damages, such remuneration under the new employment contracts shall be taken into account in the calculation of the amount of compensation for breach of contract.
45. Consequently, taking into account all of the above, the Chamber decided that the Respondent must pay not the entire residual value of the contract but the amount of compensation for breach of contract without just cause of USD 83,500, made up of USD 235,000 - 150,000 and - 25,000 from the contract with the club A, as well as - USD 120,000 from the contract with the club T, which was considered reasonable and justified as compensation for breach of contract.

46. 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 to be imposed on the Respondent in accordance with art. 17 par. 4 of the Regulations. The cited provision stipulates, *inter alia*, that, in addition to the obligation to pay compensation, sporting sanctions shall be imposed on any club found to be in breach of contract during the protected period.
47. In this regard, the DRC recalled that, as established under point II.32. above, the breach of contract by the Respondent occurred during the protected period. Consequently, the Chamber decided that, by virtue of art. 17 par. 4 of the Regulations, the Respondent had to be sanctioned with a ban 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.
48. On account of all the above-mentioned considerations, the DRC decided to partially accept the claim of the Claimant and that the Respondent has to pay the amount of USD 93,465 as outstanding remuneration plus 5% of interest on each of the payments, and the amount of USD 83,500 plus 5% interest as from the date of notification of this decision until effective date of payment as compensation for breach of contract.
49. Furthermore, the Chamber decided that the Respondent shall be sanctioned with a ban from registering any new players, either nationally or internationally, for two registration periods, taking effect as from the notification of the present decision.
50. The Dispute Resolution Chamber concluded its deliberation by establishing that the present claim of the Claimant is partially accepted and that any further claims lodged by the Claimant are rejected.

### **III. Decision of the Dispute Resolution Chamber**

1. The claim of the Claimant, A, is partially accepted.
2. The Respondent, D, has to pay to the Claimant, A, **within 30 days** as from the date of notification of this decision, outstanding remuneration amounting to USD 93,085 plus interest at 5% *p.a.* until the date of effective payment as follows:

- 5% *p.a.* as of 1 September 2009 over the amount of USD 50,000;
  - 5% *p.a.* as of 1 September 2009 over the amount of USD 10,000;
  - 5% *p.a.* as of 1 October 2009 over the amount of USD 10,000;
  - 5% *p.a.* as of 1 November 2009 over the amount of USD 10,000;
  - 5% *p.a.* as of 1 December 2009 over the amount of USD 5,000;
  - 5% *p.a.* as of 4 October 2009 over the amount of USD 8,085.
3. The Respondent, D, has to pay to the Claimant, A, **within 30 days** as from the date of notification of this decision, outstanding remuneration amounting to USD 380. In the event that this amount of outstanding remuneration is not paid within the stated time limit, interest at the rate of 5% *p.a.* will apply as of expiry of the stipulated time limit.
  4. The Respondent, D, has to pay the Claimant, A, **within 30 days** as from the date of notification of this decision compensation for breach of contract amounting to USD 83,500 plus interest at 5% *p.a.* as from the date of notification of this decision until the effective date of payment.
  5. In the event that the amounts plus interest due to the Claimant are not paid by the Respondent within the stated time limit, the present matter shall be submitted, upon request, to FIFA's Disciplinary Committee for consideration and a formal decision.
  6. Any further requests lodged by the Claimant are rejected.
  7. The Respondent, D, shall be banned from registering any new players, either nationally or internationally, for the two next entire and consecutive registration periods following the notification of the present decision.
  8. The Claimant, A, has to return to the Respondent, D, within 30 days as from the date of notification of this decision the cheque (no. 6956743) dated 10 October 2009 and bearing the amount of USD 70,000 that had been issued in his favour by the Respondent.
  9. The Claimant, A, is directed to inform the Respondent, D, immediately and directly of the account number to which the remittance is to be made and to notify the Dispute Resolution Chamber of every payment received.

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**Note relating to the motivated decision** (legal remedy):

According to art. 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  
1012 Lausanne  
Switzerland  
Tel: +41 21 613 50 00  
Fax: +41 21 613 50 01  
e-mail: [info@tas-cas.org](mailto:info@tas-cas.org)  
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For the Dispute Resolution Chamber

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Jérôme Valcke  
Secretary General

Enclosed: CAS directives