Decision of the Dispute Resolution Chamber

passed in Zurich, Switzerland, on 2 November 2007,

in the following composition:

Slim Aloulou (Tunisia), Chairman
Gerardo Movilla (Spain), member
John Didulica (Australia), member
Essa M. Saleh Al-Housani (U.A.E.), member
Mohamed Mecherara (Algeria), member

on the claim presented by

the club, **X**,

as "*Claimant*"

against

the player**, Y**,

and

the club, **Z** as "*Respondents*"

regarding breach of contract and inducement to breach of contract.

I. Facts of the case

1. On 20 June 2004, at the age of 24, the player, Y, and the club, X, signed an employment contract valid from 1 July 2004 until 1 July 2009. In addition, the parties signed two appendices, 1 & 2, as well as 2 "*additional agreements*", nrs. 1 & 2 dated 5 October 2006 and 1 April 2007, respectively.

2. According to Appendix 1 of the employment contract the player is entitled to a gross remuneration of EUR … (no frequency of payment indicated). With additional agreement nr. 2 dated 1 April 2007, the player's gross salary was set at EUR … per month.

3. In addition, in accordance with the employment contract, the player is entitled to accommodation. As of 5 October 2006, in accordance with additional agreement nr. 1, the player has been entitled to receive the monthly amount of EUR … relating to accommodation, which was raised to EUR … as of 1 April 2007 by means of additional agreement nr. 2.

4. Further entitlements of the player under the employment contract are, *inter alia*, the following:
   • performance-related bonuses to be established *"in each concrete case"*
   • health and life insurance for player and his family
   • a car at the cost of USD … to USD …
   • 3 return air tickets x- x-x for player and his family

5. Article 3.3. of the employment contract stipulates that *"in the case the Club receives a transfer offer in amount of 25,000,000 EUR or exceeding the some* (sic.) *above the Club undertakes to arrange the transfer within the agreed period"*.

6. According to article 6.1. of the employment contract the contract cannot be terminated by the player unilaterally, whereas article 6.3. stipulates that the contract may be terminated prior to its expiry, *inter alia*, under the initiative of the management of the club.

7. On 2 July 2007, the player terminated the employment contract in writing with immediate effect referring to article 17 of the Regulations for the Status and Transfer of Players (edition 2005, hereinafter: Regulations) pointing out that the termination is sent within 15 days following the last game of the season in the country of X and at the end of the protected period.

8. On 19 July 2007, the player signed an employment contract with Z valid until 30 June 2010 in accordance with which the player is entitled to a monthly salary of EUR … (x

14), a signing-on fee of EUR … per season, match bonuses (not specified), championship/cup bonuses ranging from EUR … to EUR …. (breakdown provided for in the contract), EUR … in case he obtains a EU passport, accommodation during the first 6 months of the contract. In this employment contract, in accordance with national law the parties also agreed upon a compensation clause in the amount of EUR ……. payable by the player to the club in the event of the termination by the player of the employment contract without the club's fault.

9. On 21 August 2007, the Single Judge of the Players' Status Committee authorised the Football Federation of Z to provisionally register the player, Y, with Z with immediate effect awaiting the decision of the competent deciding body on the substance of the contractual dispute arisen between the player and his former club.

X's claim:

10. On 25 July 2007, X lodged a claim in front of FIFA against the player for breach of contract without just cause and against Z on the basis of article 17 of the Regulations. It also asks for sanctions to be imposed on Z in accordance with article 18 par. 3 of the Regulations. X asks the Dispute Resolution Chamber (hereinafter: DRC) to condemn the player to pay compensation to the amount of EUR 25,000,000 and to decide that Z be jointly responsible for such payment in accordance with article 17 par. 2 of the Regulations.

11. X acknowledges that the player has given his notice of termination outside the protected period within 15 days following the last match of the season and that he thus *"accomplished his duties according to the FIFA Regulations in order to breach his contract"*.

12. However, X asserts that the player was in contact with Z prior to his termination of the contract and that Z did not inform X in writing about its intention to conclude a contract with the player and the negotiations with him prior to the termination of his employment contract.

13. Therefore, X claims that Z has acted in breach of article 18 par. 3 of the Regulations.

14. As regards its claim for compensation for breach of contract X invokes the DRC decision in the case *"Webster"*, the decision of the Court of Arbitration for Sport (CAS) in the case *"Mexes",* and article 337 d) of Swiss law (CO) relating to *"dommage supplémentaire"*. The club points out that the relevant employment contract was valid for two more years and that it could have transferred the player to another club, which is why the *lucrum cessans* should be taken into consideration.

15. Furthermore, X holds that the relevant employment contract includes a clause (3.3.) on the *"buy out"* of the player amounting to a minimum of EUR 25,000,000. In this respect, X refers to article 17 par. 1 of the Regulations relating to the criteria to be taken into account for the calculation of compensation for breach of contract *"unless otherwise provided for in the contract"*. It also refers to article 17 par. 2 of the Regulations which stipulates that *"The amount may be stipulated in the contract or agreed between the parties"*. X maintains that the parties agreed on the amount of EUR 25,000,000 in accordance with clause 3.3. of the relevant employment contract.

16. Although it invokes the alleged compensation clause to the amount of EUR 25,000,000, X refers to the objective criteria listed in article 17 par. 1 of the Regulations and highlights the following elements:
    i. The total fees and expenses allegedly incurred by X for the transfer of the player amount to EUR …, which amount has been detailed as follows: EUR … transfer compensation (copy of transfer contract was presented), EUR … solidarity contribution payments on the transfer (copies of banking documents were presented) as well as EUR … allegedly paid to the company W for negotiating the transfer contract and EUR … allegedly paid to the licensed agent V.
    ii. Salaries under the contract with X: EUR … per year, under the new contract with Z allegedly gross EUR … per year (basing itself on press article).
    iii. *Lucrum cessans* for the non-transfer of the player. The club refers to the CAS decision in the case *"Mexes"* and it maintains that the club O made them a transfer compensation offer of USD … (copy of written offer dated 1 June 2007 was presented).
    iv. The sporting and social value of the player for X and fans (copies of related press releases were presented).
    v. Cost of a replacement player (copy of X's offer to the amount of EUR …. to the club P for a player was presented – no details on any final transfer transaction were presented).
    vi. Other criteria: the compensation clause inserted in the new employment contract of the player.

17. X asks that the amount of compensation for breach of contract be set at EUR 25,000,000 in conformity with the contractual clause in the relevant employment contract or alternatively to be awarded the same amount of money as per all the objective criteria of the present dispute on the basis of article 17 par. 1 of the Regulations.

<u>Response of the Y and Z (hereinafter: Respondents)</u>:

18. The player is of the firm opinion that he was entitled to terminate his employment contract with X on the basis of the Regulations and that the amount of compensation

claimed by X is disproportional with the player's financial entitlements under the contract with X and with the damage that the club claims to have suffered.

19. The player asks that the Dispute Resolution Chamber reject the claim and establish the amount of compensation at EUR 3,200,000.

20. Z, for its part, fully confirms and adheres to the position of the player, Y.

21. The Respondents hold that clause 3.3. of the contract with X cannot be considered as a *"buy out"* clause. According to the Respondents, such clause per definition has the purpose of allowing one party (player) to step out from a contract against payment to the other party (club) of a predetermined amount of money. Such clause would further give the player the right to terminate the contract at anytime and the player the obligation to pay the predetermined amount of money. The Respondents also point out that the clause refers to the amount of EUR 25,000,000 or <u>exceeding this amount</u> (emphasis added by the Respondents), due to which it would be at the club's discretion to establish the amount it is ready to accept in order to release the player.

22. As regards the objective criteria to be taken into account for the calculation of the compensation, the Respondents maintain that the only relevant criterion is the non-amortised part of the transfer compensation paid by X to the player's former club B, which part amounts to EUR 3,200,000.

23. The Respondents reject that solidarity contribution payments are to be taken into consideration arguing that such payments are already included in the transfer compensation, since according to Annex 5 of the Regulations 5% of the transfer compensation shall be retained and distributed by the new club.

24. The Respondents also contest that the payments made by the company A to the amounts of EUR … and EUR … (allegedly to the company W and the licensed agent V respectively) are to be taken into consideration, since it is not clear from the relevant agreements that a) these payments were made on behalf of or on instruction of X and b) the amounts paid by the said company were eventually reimbursed by X.

25. Referring to the aforementioned written offer of O, the Respondents claim that X cannot claim the financial offer that it received from a third club as a damage that it allegedly suffered. In this context, the Respondents assert that X has quoted from the CAS award in the case "*Mexes*" in an incomplete and misleading way.

26. As regards the costs of a replacement player included in the claim, the Respondents deem that it is not possible for X to ask for the non-amortised acquisition costs for the player and, at the same time, ask for the costs of a replacement player. This would be asking twice for the compensation of the same damage.

27. The Respondents claim that X has made a false analysis of the sporting and social value of the player for X.

28. They further deem that X's reference to the buy out clause in the standard employment contract of the player with Z is irrelevant and point out that the amount established in this regard is always by far higher than the effective value of the player in order to discourage the early termination of the contract.

II. Considerations of the Dispute Resolution Chamber

1. First of all, the Chamber analysed whether it was competent to deal with the matter at stake. In this respect, it referred to article 18 par. 2 and 3 of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber. The present matter was submitted to FIFA on 25 July 2007, as a consequence the Chamber concluded that the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber, which came into force on 1 July 2005, are applicable to the matter at hand.

2. With regard to the competence of the Chamber, article 3 par. 1 of the above-mentioned Rules states that the Dispute Resolution Chamber shall examine its jurisdiction in the light of articles 22 to 24 of the Regulations for the Status and Transfer of Players (edition 2005). In accordance with article 24 par. 1 in combination with article 22 (a) of the aforementioned Regulations, the Dispute Resolution Chamber shall adjudicate on employment-related disputes between clubs and players in relation to the maintenance of contractual stability if there has been an ITC request and if there is a claim from an interested party in relation to such ITC request, in particular regarding its issuance, regarding sporting sanctions or regarding compensation for breach of contract.

3. As a consequence, the Dispute Resolution Chamber is the competent body to decide on the present litigation regarding a dispute relating to the maintenance of contractual stability in which an ITC request was made and regarding compensation for breach of contract.

4. Subsequently, the members of the Chamber analyzed which edition of the Regulations for the Status and Transfer of Players should be applicable as to the substance of the matter. In this respect, the Chamber referred, on the one hand, to article 26 par. 1 and 2 of the Regulations for the Status and Transfer of Players (edition 2005) and, on the other hand, to the fact that the relevant contract at the basis of the present dispute was signed on 20 June 2004 and the claim was lodged at FIFA on 25 July 2007. In view

of the aforementioned, the Chamber concluded that the FIFA Regulations for the Status and Transfer of Players (edition 2005, hereinafter: Regulations) are applicable to the case at hand as to the substance.

5. In continuation, and entering into the substance of the matter, the members of the Chamber acknowledged that, on 20 June 2004, the player, Y, and the club, X concluded an employment contract valid during 5 years, i.e. from 1 July 2004 until 1 July 2009.

6. On 2 July 2007, Y served notice of termination of the employment contract on X pointing out that the termination was sent within 15 days following the last game of the season in the country of X and at the end of the protected period. The members of the Chamber established that such facts were confirmed by X.

7. It was observed that, on account of the fact that the employment contract between Y and X was concluded on 20 June 2004 with validity as of 1 July 2004 and due to expire on 1 July 2009, the unilateral contractual termination by the player undeniably occurred after three seasons, i.e. outside of the protected period, as indicated under point 7) of the Definitions section of the Regulations.

8. Furthermore, and taking into account the confirmation by X in this respect, the 15 days' time limit contained in article 17 par. 3 has not been infringed upon by the player.

9. Due note was taken that, on 19 July 2007, the player signed an employment contract with Z valid until 30 June 2010 and that, whereas the subsequent matter of the player's provisional registration had been decided upon by the FIFA competent deciding body on 21 August 2007, the dispute at stake involves the substance of the contractual dispute between the player and X and, in particular, the consequences of the contractual termination.

10. This being established, the Chamber stated that it had to assess the unavoidable consequences of this unilateral termination, in accordance with the provisions provided for by Chapter IV of the Regulations.

11. In this respect, first and foremost, the Chamber deemed it fit to emphasise that articles 13 and 16 of the Regulations clearly stipulate, respectively, that a contract between a professional and a club may only be terminated on expiry of the term of the contract or by mutual agreement and that a contract cannot be unilaterally terminated during the course of a season.

12. In addition, the members of the Chamber stressed that, as opposed to the player's declaration that he was entitled to terminate his employment contract with X on the basis of the Regulations, article 17 of the Regulations does not in any way entitle a player (or a club) to unilaterally terminate an employment contract without just cause or sporting just cause. In fact, the Regulations are based on the principle of

maintenance of contractual stability and are devoted to the legal maxim of *pacta sunt servanda*.

13. In line with the above, the Chamber concurred that by unilaterally and prematurely terminating the employment contract with X without just cause, the player, Y, has clearly committed a breach of contract. Consequently, in accordance with article 17 par. 1 of the Regulations, the player is liable to pay compensation to the club.

14. 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. Z, 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. This conclusion is in line with the well-established jurisprudence of the Chamber that was repeatedly confirmed by the Court of Arbitration for Sport (CAS). 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.

15. The members of the Chamber emphasised that the breach of contract without just cause committed by Y outside of the protected period cannot result in the imposition of sporting sanctions, in compliance with the applicable Regulations (cf. article 17 par. 3 of the Regulations).

16. Consistently with the above, and in conformity with the relevant Regulations (cf. article 17 par. 4 sent. 1 of the Regulations *e contrario*), the player's new club, Z, shall not suffer sporting sanctions for possibly inducing the contractual breach and its responsibility shall in any case be limited to being jointly and severally liable for the payment of any amount of compensation for breach of contract that Y will be ordered to pay as stated above.

17. At this stage, the Chamber deemed it appropriate to refer to the allegations of X that Z had acted in violation of article 18 par. 3 of the Regulations by starting negotiations with the player, Y, before informing X in writing and prior to the termination of the contract by the player.

18. The Chamber recalled the principle of the burden of proof, which is contained explicitly in article 12 par. 3 of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber. X had not provided any documentary evidence to corroborate its allegation in this regard. Furthermore, considering that the new contract with Z was signed on 19 July 2007, thus more than two weeks after the termination of the previous contract, the Chamber deemed that this was, according to standard practice, time enough to negotiate the terms of a contract between a player

and a club. Therefore, there were no indications which would justify measures in the sense of article 18 par. 3 of the Regulations.

19. Prior to proceeding with the calculation of the amount of compensation, the Chamber laid 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 (edition 2001) as well as of the 2005 version of the Regulations, which all stakeholders – including player and club representatives – agreed upon in 2001.

20. Above all, the Chamber was eager to point out that the measures provided for by the above Regulations concerning in particular compensation for breach of contract without just cause serve as a deterrent discouraging the early termination of employment contracts by either contractual party and that a lack of a firm response by the competent deciding authorities would represent an inappropriate example towards all the football actors.

21. 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 the contracts is duly taken care of.

22. Above all, it was underscored 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 seen 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.

23. Having said that, the Chamber focussed its attention on the calculation of the amount of compensation for breach of contract in the concrete case at stake. In this respect and referring to article 17 par. 1 of the Regulations, the Chamber firstly had to clarify as to whether the relevant employment contract at the basis of the present dispute contains a provision by which the parties had agreed upon an amount of compensation for breach of contract.

24. X affirms that the relevant employment contract includes a clause (3.3.) on the *"buy out"* of the player amounting to a minimum of EUR 25,000,000. In this respect, X invokes article 17 par. 1 of the Regulations relating to the criteria to be taken into account for the calculation of compensation for breach of contract *"unless otherwise provided for in the contract"*. The player, Y, for his part rejects the arguments put forward by X in this regard.

25. After careful study of the wording of the relevant contractual clause 3.3., which stipulates that *"in the case the Club receives a transfer offer in amount of 25,000,000 EUR or exceeding the some* (sic) *above the Club undertakes to arrange the transfer within the agreed period"*, the members of the Chamber noted that the amount set out therein has an "open end", i.e. is without upper limit, and moreover clearly refers to the potential transfer of the player. The Chamber unanimously agreed that the said clause does not regulate compensation payable in the event of a breach of the employment contract by either of the parties but merely attempts to secure a transfer compensation for X. In particular, the members of the Chamber deemed it appropriate to emphasise that, contrary to proper penalty clauses, the provision in question is not depending on the player's decision to terminate the contract, which, fundamentally, he can take at any time. In fact, the essential prerequisites for the application of the relevant clause is the existence of an offer from a new club.

26. Consequently, the Chamber decided to reject X's argument in this regard and established that clause 3.3. of the relevant employment contract does not constitute a provision fixing compensation payable in the event of breach of contract by either of the contractual parties in the sense of article 17 par. 1 of the Regulations.

27. In continuation, the members of the Chamber considered that a careful reading of the applicable provision, i.e. article 17 par.1 of the Regulations, provides the key to assess the amount of compensation due by the player to X.

28. The Chamber of the deciding body clarified that the criteria listed therein are, however, not exhaustive and that each request for compensation for breach of contract has to be assessed on a case-by-case basis.

29. The members stated that it falls under their responsibility to estimate the prejudice suffered by X 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 itself has gained throughout the years.

30. The Chamber recalled that the contractual breach occurred outside the protected period and pointed out that, at the time when the contract was breached Y was still bound to X by two further years of contract.

31. In the calculation of the amount of compensation due by Y, the Chamber firstly turned its attention to the remuneration and other benefits due to the player under the existing contract and/or the new contract, which criterion was considered by the Chamber to be essential. The members of the Chamber deemed it important to emphasise that the wording of article 17 par. 1 of the Regulations allows the Chamber to take into account both the existing contract and the new contract in the calculation

of the amount of compensation. In the specific case at hand, however, the Chamber acknowledged that the remuneration under both contracts is more or less equal.

32. According to the documentation provided by X to FIFA, it appears that the remaining value of the player's employment contract with X can be calculated in the amount of EUR … relating to the player's financial entitlements (salaries EUR … and accommodation EUR … x 24 months). On the other hand, the value of the new employment contract concluded between the player, Y, and Z for the first two years of contract appears to amount to EUR … (yearly signing-on fee and salaries). Furthermore, both contracts provide for various bonuses which are not further specified. Yet, those in the new contract appear to be slightly more important.

33. The members of the Chamber then turned to the essential criterion relating to the fees and expenses paid by X for the acquisition of the player's services in so far as these have not yet been amortised over the term of the relevant contract. The Chamber recalled that a transfer compensation of EUR … had been paid by X to the club B for the player's transfer, documentation of which has been presented by X. According to article 17 par.1 of the Regulations, this amount shall be amortised over the term of the relevant employment contract. As stated above, the player was still bound to X by two further years of contract when he terminated the relevant employment contract, which was signed by the parties to remain contractually bound to each other during a total of five years. As a result of the player's breach of contract in July 2007, X has thus been prevented from amortising the amount of EUR …, i.e. 2/5 of EUR …, relating to the transfer compensation that it paid in order to acquire the player's services, which, at that time, the club counted to be able to make use of during five years. This part of the compensation is not contested by the player, Y.

34. The Chamber recalled that, in addition to the transfer compensation, X claims that the amount of EUR … relating to solidarity contribution payments is to be taken into consideration. In this regard, the members of the Chamber pointed out that according to article 1 of Annex 5 of the Regulations, solidarity contribution payments are to be deducted by the new club from the total amount of compensation payable in connection with the transfer of a player. Consequently, the amount of EUR … is deemed to be included in the transfer compensation of EUR …..

35. The Chamber then turned its attention to the agent fees that X maintains having incurred in connection with the signing of the player, Y. In this regard, due note was taken that in support of its claim X presented the following documents: 1) a copy of a contract concluded between X and the company "A"; 2) a document drawn up between the companies "A" and "W" (containing a signature by "W" only) as well as a bank transaction document of an alleged payment of EUR … from "A" to "W"; 3) a document drawn up between the company "A" and the agent V (containing a signature by the agent only) and a bank transaction document of an alleged payment of EUR … from "A" to Mr. V.

36. After careful study of the aforementioned documentation, the members of the Chamber pointed out that whereas according to article 17 par. 1 of the Regulations agent fees may be included as one of the criteria to be taken into account in the calculation of compensation, in the specific case at hand, such fees shall not be included.

37. Indeed, from the documentation presented by X, from which it can be noted that payments appear to have been made between two companies and between a company and an agent, no direct link between X and the agent, V, can be established. What is more, the members of the Chamber deemed that the aforementioned documentation does in particular not demonstrate that the relevant “agent” payments have been (finally) made by X.

38. The Chamber then turned to the aspect relating to the “specifity of sport” which is equally explicitly referred to in article 17 par. 2 of the Regulations. It appears that the player, Y, has been regularly fielded by X until the player unilaterally terminated the relevant employment contract. From the fact that X and Y agreed upon an increase in the player’s financial entitlements on 1 April 2007, thus only three months prior to the unilateral termination, the Chamber furthermore deduced that the contractual parties were satisfied with the execution of the other party’s obligations. Such additional agreement having been entered into between the parties only 3 months prior to end of the sporting season could in good faith be understood by the parties and in particular by the club as an implicit wish and intention to continue their labour relationship. In this respect, the Chamber agreed that the unilateral termination of the employment contract by the player on 2 July 2007 has prevented the club from counting on the player’s high quality services for the additional contractual two years and, thus, has caused a sporting damage to X, which shall equally be compensated by the player.

39. Referring to other objective criteria to be taken into account, what is legitimate under article 17 par. 1 of the Regulations, the Chamber was eager to point out that the player appears to have seriously offended the good faith of X. As previously stated, he accepted an increase in his financial entitlements shortly before the end of the season. He did not anyhow indicate to his club that he might wish to look for other employment opportunities or that certain issues had arisen that did not meet his expectations. Nevertheless, and despite knowing that X was counting on his good services for another two years, he deliberately decided to leave the club and breach an existing contract.

40. With respect to the compensation clause contained in the new employment contract concluded between the player, Y, and Z, the Chamber stated that the compensation amount in question is a subjective element. However, while in the light of article 17 par. 1 of the Regulations it cannot be taken into account as an objective criterion, the

relevant sum may be regarded as an indication of what the player himself appears to consider as an adequate compensation for him to unilaterally terminate a contract prior to its ordinary expiry. In fact, the player freely agreed to include the relevant compensation to such amount in the new contract.

41. In sum, the Chamber concluded that the amount of compensation for breach of contract without just cause to be paid by the player, Y, to X is composed of the amount of EUR …. related to non-amortised expenses incurred by X when engaging the services of the player and EUR …. being the reflection of the remuneration and other benefits due to the player under the previous and the new contract. Equally, the amount of compensation needs to include EUR …. reflecting the sports-related damage caused to the club by the player in the light of the specificity of sport and the impact of the serious disrespect of the principle of good faith, which is of outstanding importance in contractual law. Both the latter elements have to be regarded as aggravating circumstances. With regard to this last part of the compensation amount, the members of the Chamber finally deemed it imperative to emphasise that the sanctioning nature of the provisions contained in article 17 of the Regulations cannot be disregarded.

42. On account of all of the above-mentioned considerations and the specificities of the case at hand, the Chamber decided that the player, Y, must pay the amount of EUR 6,800,000 to X as compensation for breach of contract. Futhermore, the club, Z, is jointly and severally liable for the payment of the relevant compensation.

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III. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant, X, is partially accepted.

2. The player, Y, has to pay the amount of EUR 6,800,000 to X within 30 days of notification of the present decision.

3. If this amount is not paid within the aforementioned time limit, a 5% interest rate *per annum* as of the expiry of the said time limit will apply and the matter will be submitted to the FIFA Disciplinary Committee for its consideration and decision.

4. The club, Z, is jointly and severally liable for the aforementioned payment.

5. Any further request filed by the Claimant is rejected.

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

7. According to article 61 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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1012 Lausanne
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e-mail: info@tas-cas.org
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For the Dispute Resolution Chamber:

Jérôme Valcke
General Secretary

Enclosed: CAS directives