TAS / CAS
TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

CAS 2023/A/10170 Al Salmiya Sporting Club v. Bozidar Cacic

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Fabio Iudica, Attorney-at-Law in Milan, Italy

in the arbitration between

Al Salmiya Sporting Club, Salmiya, Kuwait

Represented by Mr Pedro Macieirinha, Attorney-at-law, at Pedro Macieirinha e Associados, Villa Real, Portugal

- Appellant -

and

Božidar Čačič, Lovran, Croatia

Represented by Mr Ivan Smokrovic, Attorney-at-law at Law Firm Vukic and Partners Ltd, Rijeka, Croatia

- Respondent –

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I. INTRODUCTION

1. This appeal is brought by Al Salmiya Sporting Club, against the decision rendered by the Single Judge of the Players' Status Chamber of the FIFA Football Tribunal (the "Single Judge") on 26 September 2023 regarding an employment-related dispute concerning the coach Božidar Čačič

II. THE PARTIES

1. Al Salmiya Sporting Club (the "Appellant" or the "Club") is a professional football club based in Salmiya, Kuwait, affiliated to the Kuwait Football Federation which in turn is affiliated with *Fédération Internationale de Football Association* ("FIFA").

2. Mr Božidar Čačič (the "Respondent" or the "Coach") is a professional football coach of Croatian nationality.

3. The Appellant and the Respondent are jointly referred to as the "Parties".

III. FACTUAL BACKGROUND AND THE FIFA PROCEEDINGS

A. BACKGROUND FACTS

2. Below is a summary of the main relevant facts and allegations based on the Parties' written and oral submissions, and the evidence examined in the course of the proceedings. Additional facts and allegations may be set out, where relevant, in connection with the further legal discussion. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, it refers in the Award only to the submissions and evidence it considers necessary to explain its reasoning.

3. On 1 July 2022, the Club and the Coach concluded an employment agreement to be valid from the day of signing until 30 June 2024 (Employment Agreement).

4. Pursuant to article 3 of the Employment Agreement, the Coach was entitled to a monthly salary of KWD 2,990 payable at the end of each month, starting from 1 July 2022, as well as accommodation in a furnished apartment and car allowance (article 6), and other contingent bonuses. In addition, in accordance with article 7 of the Employment Contract, the Club undertook to provide four round trip (Zagreb/Kuwait/Zagreb) economy air ticket for the Coach and his spouse per season.

5. In accordance with articles 4 and 5 of the Employment Contract, after 6 months from the signing date, the Coach would be entitled to an annual leave of 30 days during the entire period of the contract, to be determined at discretion of the Club.

6. Pursuant to article 11 of the Employment Contract, "*Should the Second Part[y] [the Coach] be absent from work for more than seven consecutive days without a reasonable excuse, the first party shall have the right to terminate the contract without notice*".

7. Article 19 of the Employment Contract reads as follows: "*Any dispute arising between the parties hereto in connection with the execution or construction of this contract is to be heard before (NSAT) and Kuwaiti courts*".

8. By correspondence dated 9 June 2023, the Coach put the Club in default of payment of KWD 14,950 corresponding to outstanding remuneration for the period from February 2023 until June 2023 (i.e. five monthly salaries)

9. According to a letter dated 25 June 2023, the Club apparently informed the Coach that its board of directors had decided to terminate the Employment Contract with immediate effect based on the following reason:

   "*You have been absent from your duty for more than 7 days without any reason and you didn't submit the leave request to us, this is not the first time you have taken this action from your side. According to this action from your side we decide to terminate your contract and take us against you in Kuwait court to request compensation as per the Kuwait Labor Law and the contract signed by you on 1/7/2022 Article (11, 19)*".

10. On 6 July 2023, the Coach sent a termination letter to the Club via e-mail through his lawyer, invoking just cause based on the Club's failure to pay the outstanding salaries requested in the warning letter dated 9 June 2023.

B. THE FIFA PROCEEDINGS

11. On 19 July 2023, the Coach lodged a claim with FIFA against the Club for breach of contract, requesting payment of a total amount of KWD 68,770 plus default interests, broken down as follows:

    - KWD 14,950 as outstanding remuneration for February-June 2023;

    - KWD 35,880 as compensation for breach of contract;

    - KWD 17,940 as 6-month additional compensation for aggravating circumstances.

12. In his claim, the Coach alleged that the Club had failed to comply with its financial obligations under the Employment Contract in the period between February 2023 and June 2023, corresponding to five monthly salaries, thus constituting just cause for termination.

13. In its reply, the Club first contested FIFA's jurisdiction in the matter in dispute, based on article 19 of the Employment Contract establishing the exclusive jurisdiction of the National Sports Arbitration Tribunal of Kuwait (NSAT). As to the merits, the Club argued that, on a non-specified date, the Coach actually breached the Employment Contract by being absent for more than seven days from work without permission, thus entitling the

Club to terminate the Employment Contract without prior notice in accordance with article 11. Therefore, the Club requested FIFA to reject the Coach's claim and filed a counter claim for compensation due to the Coach's breach of contract, in the amount of KWD 35,880 corresponding to the residual value of the Employment Contract, plus 5% interests as from 6 July 2023.

14. In his rejoinder, the Coach first objected to the Club's dispute of FIFA's jurisdiction, arguing that article 19 of the Employment Contract does not clearly establish the specific competent judging body beside the fact that the NSAT would not meet the minimum requirements for being recognized as an independent and duly constituted decision-making body, as coaches are not even represented in the relevant board. As to the substance, the Coach argued that the Club did not contest the existence of outstanding salaries and instead acted in bad faith by terminating the Employment Contract based on an unjustified absence from work which was however not substantiated.

15. On 26 September 2023, the Single Judge rendered the Appealed Decision by which the Coach's claim was partially accepted as follows:

"*1. The Football Tribunal has jurisdiction to hear the claim of the Claimant/Counter-Respondent, Bozidar Cacic.*

2. The claim of the Claimant/Counter-Respondent is partially accepted.

3. The Respondent/Counterclaimant, Salmiya SC, must pay to the Claimant/Counter-Respondent the following amount(s):

- ***KWD 2,990 as outstanding remuneration** plus 5% interest p.a. as from 1 March 2023 until the date of effective payment;*
- ***KWD 2,990 as outstanding remuneration** plus 5% interest p.a. as from 1 April 2023 until the date of effective payment;*
- ***KWD 2,990 as outstanding remuneration** plus 5% interest p.a. as from 1 May 2023 until the date of effective payment;*
- ***KWD 2,990 as outstanding remuneration** plus 5% interest p.a. as from 1 June 2023 until the date of effective payment;*
- ***KWD 2,990 as outstanding remuneration** plus 5% interest p.a. as from 1 July 2023 until the date of effective payment;*
- ***KWD 35,880 as compensation for breach of contract without just cause** plus 5% interest p.a. as from 6 July2023 until the date of effective payment.*

4. Any further claims of the Claimant/Counter-Respondent are rejected.

5. The counterclaim of the Respondent/Counterclaimant is rejected.

*6. Full payment (including all applicable interest) shall be made to the bank account indicated in the **enclosed** Bank Account Registration Form.*

7. Pursuant to art. 8 of Annexe 2 of the Regulations on the Status and Transfer of Players, if full payment (including all applicable interest) is not made ***within 45 days*** *of notification of this decision, the following* ***consequences*** *shall apply:*

1. The Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of the ban shall be of up to three entire and consecutive registration periods.

2. The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not made by the end of the three entire and consecutive registration periods.

8. The consequences ***shall only be enforced at the request of the Claimant/Counter-Respondent*** *in accordance with art. 8 par. 7 and 8 of Annexe 2 and art. 25 of the Regulations on the Status and Transfer of Players.*

9. This decision is rendered without costs".

IV. SUMMARY OF THE APPEALED DECISION

16. The grounds of the Appealed Decision were served to the Parties on 6 November 2023. They can be summarized as follows.

17. Firstly, the Single Judge considered that, in principle, she was competent to decide the present case, which involves an employment-related dispute with an international dimension between a Kuwaiti club and a Croatian coach, based on the provision of article. 23(2), in combination with article 22(1) lit. c) of the FIFA Regulations on the Status and Transfer of Players (the "FIFA RSTP"), May 2023 edition.

18. The Single Judge also considered the Club's objection to the FIFA's jurisdiction in favour of the NSAT of Kuwait, based on article 19 of the Employment Contract and the Coach's dispute that the said article 19 does not contain a clear and exclusive jurisdiction clause in favour of the NSAT and that, in any event, the latter does not meet the requirements set by the FIFA RSTP in order to establish the alternative jurisdiction of a national dispute resolution chamber ("NDRC") or a national dispute resolution body.

19. After analysing article 19 of the Employment Contract, the Single Judge concluded that it did not clearly and exclusively establish the competence of the NDRC of Kuwait in accordance with article 22(1) lit. c of the FIFA RSTP and that this was sufficient to reject the Club's objection to the FIFA competence, which was therefore confirmed.

20. Then, the Single Judge recalled the basic principle of the burden of proof, as stipulated in article 13(5) of the FIFA Procedural Rules Governing the Football Tribunal.

21. With regard to the merits, the Single Judge observed that in the present case, both parties claimed having had just cause to terminate the Employment Contract and, namely: a) the

Club, by means of a letter dated 25 June 2023, based on the Coach's continuative absence from work and b) the Coach, on 6 July 2023, based on overdue payables.

22. In this context, since the termination by hand of the Club preceded the Coach's termination notice, the main issue to be resolved was whether the Club had just cause to terminate the Employment Contract and subsequently, to determine the relevant consequences.

23. In addition, the fact that the Club did not deny the existence of outstanding salaries in favour of the Coach was taken into account as well as the fact that the club did not provide any reasonable justification for not having fulfilled its contractual obligations although it had the burden of proof in this respect.

24. Therefore, the Club was considered to be primarily liable to pay the Coach the outstanding amounts (i.e. KWD 14,950 corresponding to five monthly salaries, plus interest) for the period between February and June 2023 regardless of the Single Judge's decision with respect to the early termination of the Employment Contract.

25. With regard to the just cause for termination claimed by the Club, the Single Judge noted that the Club failed to produce any evidence of the alleged Coach's absence from work and that, apparently the Club did not hold any communication with the Coach with regard to the alleged unauthorized leave but rather issued a letter of termination without prior warning or notice on 25 June 2023.

26. In this scenario, and in consideration of the principle according to which a premature termination of an employment contract can only be an *ultima ratio* remedy, the Single Judge deemed that "*the Club could not meet its burden of proof to demonstrate that the Coach was absent from work for a protracted number of days to the extent of realizing a substantial breach of the relevant employment contract, thus capable of triggering the consequences of an unlawful termination*".

27. As a consequence, the Club was held liable to pay compensation to the Coach.

28. In the absence of any specific compensation clause in the Employment Contract, the Single Judge referred to the parameters set out in article 6(2) of Annex 2 of the FIFA RSTP in order to calculate the amount of compensation due.

29. Based on the fact that the Coach has remained unemployed after termination of the Employment Contract, and was therefore unable to mitigate damages, the Single Judge was satisfied that the amount of compensation for breach in the present case shall be equal to the full residual value of the Employment Contract (i.e. KWD 35,880), plus interest at the rate of 5% as of the date of 6 July 2023 until the date of effective payment in consideration of the Coach's request and in accordance with FIFA constant practice.

V. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

30. On 25 November 2023, the Club filed a Statement of Appeal with the Court of Arbitration for Sport (the "CAS") in accordance with Article R48 of the Code of Sports-related Arbitration (2023 edition) (the "CAS Code") against the Coach with respect to the Appealed Decision. The Appellant chose English as the language of the arbitration and requested that the present dispute be submitted to a sole arbitrator. The Appellant also requested a 10-day extension of the time limit to file its Appeal Brief, which was granted in accordance with Art. R32(2) of the CAS Code.

31. On 14 December 2023, the Appellant informed the CAS Court Office that it was interested in submitting the present dispute to CAS mediation.

32. On 15 December 2023, the Appellant filed its Appeal Brief in accordance with Article R51 of the CAS Code and within the previously extended period of time.

33. On the same day, the CAS Court Office invited the Respondent to file his position by 19 December 2023 with regard to submitting the present matter to CAS mediation.

34. On 18 December 2023, the Respondent informed the CAS Court Office that he was not interested in submitting the case to CAS mediation.

35. On the same day, the CAS Court Office informed the Parties that in light of the Respondent's disagreement, no mediation would take place in the present case and that the appeals arbitration procedure would apply.

36. Also on 18 December 2023, FIFA informed the CAS Court Office that it renounced its right to request its possible intervention in the present arbitration proceedings.

37. On 20 December 2023, the CAS Court Office informed the Parties that since the Respondent had not communicated his position regarding the composition of the panel, it would be for the Division President to decide.

38. On 29 December 2023, the Respondent filed his Answer in accordance with Article R55 of the CAS Code.

39. On 1 February 2024, the Appellant informed the CAS Court Office that he preferred that a hearing, by videoconference, be held in the present case.

40. On 7 February 2024, the Respondent informed the CAS Court Office that he was not going to pay his share of the advance of the CAS administrative costs in the present case.

41. On 28 March 2024, the CAS Court Office informed the Parties that, upon request of the Appellant, the CAS Finance Director had granted a last and final extension of the time limit to pay the entire advance of costs of the procedure until 3 April 2024.

42. On 15 April 2024, the CAS Court Office informed the Respondent that the Appellant had finally paid the advance of costs within the prescribed time limit.

43. On 17 April 2024, the CAS Court Office informed the Parties that Mr Fabio Iudica, attorney-at-law in Milan, Italy, had been appointed as a sole arbitrator in the present case.

44. On 4 July 2024, the CAS Court Office, after exchanging dates with the Parties, informed the latter that a hearing was scheduled in the present case on 4 September 2024 by videoconference.

45. On 22 August 2024, the CAS Court Office forwarded the Order of Procedure to the Parties which was returned to the CAS Court Office in duly signed copy by the Appellant on 22 August 2024 and by the Respondent on 27 August 2024 without any reservation.

46. On 4 September 2024, a hearing took place in the present case, by video-conference. In addition to the Sole Arbitrator and Mr Fabien Cagneux, Managing Counsel, the following persons attended the hearing:

For the Appellant:

- Mr Pedro Macieirinha, and Mr Joaquim de Almeida Pizzarro, Legal Counsels;
- Mr Bader Al-Khalidi, the Club's First Team Manager;
- Mr Emad El-Desouki, the Club's Player's Status Manager

For the Respondent:

- Mr Božidar Čačič, the Coach himself;
- Mr Ivan Smokrovič, Ms Iva Sunko and Ms Ema Vukič, Legal Counsels,

47. At the outset of the hearing, the Parties confirmed that they had no objection to the constitution and appointment of the Sole Arbitrator, nor to the jurisdiction of the CAS.

48. In the opening statements, both the Appellant and the Respondent confirmed the arguments already presented in their respective written submissions.

49. The Appellant insisted that the warning letter sent by the Coach did not grant the Club any deadline to comply with the payment obligations, that, in fact, the relevant communication was merely a reminder and not a proper notice of default. The Respondent confirmed his position that article 19 of the Employment Contract does not contain any clear arbitration clause capable to exclude FIFA's jurisdiction and argued that the Appellant failed to provide evidence regarding the Coach's alleged absence from work.

50. In relation to the Respondent's unjustified absence from work, the Club's representatives declared that the Coach did not attend work for seven consecutive days in the period from 15 June 2023 and travelled without the Club's permission and without any previous notice, although he was supposed to be present in order to prepare the team for the following season; moreover, there is no evidence that the Coach returned to Kuwait in July in order to resume the training sessions, nor did he prove that the Club had authorized him to leave or that the Club had sent him the flight tickets to Croatia; the Club did not notify him any written request to resume work but only tried to reach the Coach on the phone, to no avail. With regard to the outstanding salaries, according to the Club's

representatives, the Coach had merely requested the Club to settle the relevant debt without any declaration regarding the intention to terminate the Employment Contract in case of failure by the Club to do so; as to the reason why five monthly salaries had not been paid, there was a verbal agreement between the Parties, based on their friendly relationship, that the relevant payment would be delayed, like the previous season; that due to the Parties' mutual trust there was no need to agree this in writing. With regard to the methods and timing of payment of salaries by the Club in the previous season, it was explained that Club had always paid according to its financial means, two or three times per season and with a final balance at the end of the season, also based on the income of the relevant state funds.

51. With regard to the Coach's departure, it was clarified that after 15 June 2023, no one in the Club's staff was able to contact the Coach and that they inquired with the state's authority and discovered that he had left the country from the airport on 15 June 2023. In reply to the Sole Arbitrator's question, the Club representatives affirmed that, in that year, the Club's last match was played on 30 May 2023; that the sporting season ended on 30 June2023, although there is no general rule in Kuwait that applies to all sporting seasons as regards their duration; that, the coaches' annual break is generally 15 days although there is no general rule as to the period, which has to be specifically agreed upon with the Club and that, with regard to players, they usually have their annual break after the last match of the sporting season, according to the coach's instructions.

52. Answering the question of the Sole Arbitrator, the Appellant also declared that the Club's termination letter dated 25 June 2023 had been sent to the Coach's e-mail address, although the Club's representatives were unable to recall the precise date of the transmission.

53. With regard to the renewal/extension of the Coach's residence permit in Kuwait, which according to the Coach was requested by the Club to the competent authorities on 2 July 2023, the Appellant specified that such an administrative procedure is carried out automatically by a separate department in the Club. With regard to the Coach's annual leave, the Appellant testified that, in that year, the Club and the Coach had not agreed on the Coach's break period before 15 June 2023.

54. The Coach denied that there had been any agreement with the Club regarding the delayed payment of the outstanding salaries. He also explained that he had waited five months before deciding to put the Club in default of payment since he wanted to avoid any conflict with the Club during what had been a very successful sporting season and that he didn't want to terminate the employment relationship. Regarding the alleged absence from work, he confirmed that he left Kuwait on 15 June 2023 for Croatia having received a verbal permission from the Club and that the Club also bought him the relevant flight tickets. Finally, in response to the Appellant's allegations with regard to the termination of the Employment Contract by the Club, the Coach argued that the Club failed to demonstrate that the letter dated 25 June 2023 was forwarded on the same day, or, at least before the Club received the Coach's termination letter.

55. On 4 September 2023, after the hearing was concluded, the CAS Court Office, on behalf of the Sole Arbitrator, invited the Parties to liaise and inform the CAS Court Office of any possibility to reach an amicable settlement, which however did not occur. In addition, the Appellant was requested to produce the following documents, by 11 September 2024:

- proof of e-mail delivery of the Appellant's letter of termination dated 25 June 2023 to the Respondent; and

- proof of payment of the Respondent's salaries relating to the sporting season 2021/2022 and to the first half of the sporting season 2022/2023.

56. On 11 September 2024, the Appellant informed the CAS Court Office that it was unable to find proof of e-mail delivery of the Club's letter of termination dated 25 June 2023 in their records. On the other hand, the Appellant submitted copy of the receipts of payment to the Respondent in the sporting season 2021/2022 and the first half of 2022/2023.

57. On 12 September 2024, the CAS Court Office invited the Respondent to provide his comments on the Appellant's submissions, by 19 September 2024.

58. On 19 September 2024, the Respondent filed his response to the Appellant's submission of 11 September 2024.

59. On 20 September 2024, the CAS Court Office informed the Parties that the evidentiary proceedings in the present dispute had been closed.

VI. SUBMISSIONS OF THE PARTIES

60. The following outline is a summary of the main positions of the Parties which the Sole Arbitrator considers relevant to decide the present dispute and does not comprise each and every contention put forward by the Parties. However, the Parties' written and oral submissions, documentary evidence and the content of the Appealed Decision were all taken into consideration.

A. The Appellant's submissions and requests for relief

61. In its Appeal Brief, the Club submitted the following request for relief:

"*The Appellant hereby respectfully requests the Court of Arbitration for Sports to:*

a) Accept the present appeal;

b) Set aside the Appealed Decision in full;

c) To carry out an award as follows:

c.1) The Respondent Coach had not a just cause for the termination of the Employment Contract with the Club;

c.2) The termination of the Employment Contract made by the Respondent was null and void and without just cause;

c.3) The Appellant Club shall not be liable to pay to the Respondent the following amounts:

- *KWD 2,990 as outstanding remuneration plus 5% interest p.a. as from 1 March 2023 until the date of effective payment;*
- *KWD 2,990 as outstanding remuneration plus 5% interest p.a. as from 1 April 2023 until the date of effective payment;*
- *KWD 2,990 as outstanding remuneration plus 5% interest p.a. as from 1 May 2023 until the date of effective payment;*
- *KWD 2,990 as outstanding remuneration plus 5% interest p.a. as from 1 June 2023 until the date of effective payment;*
- *KWD 2,990 as outstanding remuneration plus 5% interest p.a. as from 1 July 2023 until the date of effective payment;*
- *KWD 35,880 as compensation for breach of contract without just cause plus 5% interest p.a. as from 6 July2023 until the date of effective payment.*

c.4) The Appellant Club had a just cause for the termination of the Employment Contract with the Coach;

c.5) The termination of the Employment Contract made by the Appellant is valid and effective and with just cause;

c.5) The Respondent Coach shall be condemn to pay to the Appellant Club compensation in the amount of 35.880,00 I - KD, plus interest at 5% rate since 6 July 2023 until effective payment, pursuant Article (11), Article (18) of the Employment Contract and Article (47) of Private Sector Labor Law No. 6.120 LO and its amendments.

Subsidiarily, in the event of the abovementioned isn't accepted:

c.6) The Respondent Coach shall be condemn to pay to the Appellant Club compensation in the amount of 35.880,00 I - KD, plus interest at 5% rate since 6 July 2023 until effective payment, pursuant Articles 6.1. and 6.2. of ANNEXE 2 of RSTP of FIFA;

c.7) Condemn the Respondent to pay the whole CAS administration and the Arbitrators fees;

c.8) *Grant to the Appellant a contribution towards its legal fees and other expenses incurred in connection with the proceedings, taking in account the complexity and outcome of the proceedings, as well as the conduct and the financial resources of the parties*".

62. The Club's appeal is based on the arguments and legal submissions which are summarized below.

With regards to the main facts in dispute:

- The Coach failed to fulfil his contractual obligations towards the Club as he was absent from work for more than seven consecutive days without reasonable excuse and left the country without the Club's permission. What is more, this was not the first time that the Coach had been found guilty of this type of misconduct.

- No leave request was submitted by the Coach to the Club's Secretary Department or Accounts Department.

- In addition, the Coach's letter of formal notice did not provide any time limit for the Club to comply with the payment obligation.

- Moreover, the Coach never expressed the intention to terminate the Employment Contract with just cause due to outstanding salaries.

- The Club terminated the Employment Contract pursuant to Kuwaiti Labor Law and in accordance with articles 11 and 18 of the Employment Contract.

- The Coach's termination letter dated 6 July 2023 was belated since the Club had already terminated the Employment Contract on 25 June 2023. Therefore, the Parties were no longer bound by the Employment Contract when the Coach sent his termination letter.

With regard to the objection to FIFA's jurisdiction in the first instance proceedings:

- The competent body to decide the present matter was the NSAT based on article 19 of the Employment Contract which contains a clear and exclusive jurisdiction clause.

- This is confirmed by the fact that FIFA's jurisdiction established under article 22 of the FIFA RSTP does not preclude the right of any player or club to seek redress before a civil court for employment-related disputes. CAS has also recognized this approach by confirming that a club and a player may agree in their contract to refer any employment- related dispute to state employment tribunals.

- FIFA's jurisdiction in the present matter was contested by the Club from the beginning.

- Moreover, the NSAT is an independent and impartial national body established in accordance with Law n. 87 of 2017, art. 2 and is recognized by the Kuwait Olympic Committee. The NSAT is exclusively responsible for setting and adjudicating all sports disputes and sport-related disputes in Kuwait, in which one of the parties is any of the sports bodies, its members, employees or contractors, through arbitration or mediation.

- The NSAT meets all the standards required by the FIFA regulations and, namely, all the following principles are respected: the principle of parity when constituting the arbitration tribunal; the right to an independent and impartial tribunal; the principle of a fair hearing; the right to contentious proceedings; the principle of equal treatment.

As to the substance of the present matter:

63. With regard to the rules governing the merits of the present case, Annex 2 of the FIFA RSTP is not applicable, given that article 18 of the Employment Contract states that "*Any issue has [sic] not provided for herein shall be subject to the provisions of the club's regulations as well as the private sector labor law No. 6/2020 and its amendments*".

64. In this respect, article 42 of the Kuwaiti private sector labour law refers that "*In the event where the employee is absent from work for 7 consecutive days or 20 separate days within a year without a valid excuse, the employer shall have the right to consider him as having resigned*".

65. Given that the Coach breached article 11 of the Employment Contract, its article 15 applies, giving the Club the right of termination without any compensation for the Coach. Moreover, the Club should have no obligation to pay any amount as outstanding remuneration to the Coach.

66. Subsidiarily, should the Sole Arbitrator decide to reject the Appellant's arguments on the applicable law, in favour of the FIFA RSTP, the Club contends the following:

- The Coach did not meet the requirements under article 5.1 of Annex 2 of the FIFA RSTP since he did not grant a deadline of at least 15 days for the Club to fully comply

with its financial obligations. Nor did he inform the Club that he deemed having just cause for termination based on outstanding salaries. Therefore, article 5 of Annex 2 does not apply.

- As an alternative to the application of article. 5.1 of Annex 2 of the FIFA RSTP, the Coach would have to demonstrate that the breach of the Club was sufficiently serious to otherwise justify the termination of the Employment Contract, within the scope of article 4 of Annex 2, in a similar manner as it is provided under article 14 of the FIFA RSTP which is applicable to football players when article 14*bis* is not applicable.

- However, in the present case, the Coach had no just cause for termination, in line with the established jurisprudence of FIFA DRC and CAS.

- In fact, there was no breach by the Club that was sufficiently serious to justify the termination in accordance with the following principles: a) there are objective circumstances that would render it unreasonable to expect the employment relationship between the parties to continue, such as a serious breach of trust; b) the termination should always be an action of last resort.

- Moreover, the Club had valid reasons for non-payment of the Coach's outstanding salaries since the Coach had been absent from work for more than seven consecutive days without permission or other justification, thus allowing the Club to withhold the performance of its obligations in accordance with article 82 of the Swiss Civil Code of Obligations (the "SCO").

- Therefore, the Coach's claim should have been rejected.

- The Club had just cause for termination based on article 11 of the Employment Contract which allowed the Club to terminate the Employment Contract without prior notice. Article 11 of the Employment Contract contains a clause whereby the Parties explicitly agreed on a specified conduct [the unjustified absence from work for more than seven consecutive days] to be considered as a predetermined just cause for termination. Since the said clause is not arbitrary in nature, it is valid and effective, and the relevant intent of the Parties must therefore be respected.

- Due to the Coach's unjustified absence from work, the Club is also entitled to compensation to be calculated on the basis of the principle of the "*positive interest*", in accordance with article 47 of the Law of Labor in Private Sector n. 6/2010. For such purpose, in the present case, the residual remuneration still due to the Coach at the time of termination of the Employment Contract, corresponding to 12 monthly salaries, should be considered an appropriate amount.

- Such conclusion is also in line with the provision of article 6.2 of Annex 2 of the FIFA RSTP.

- As a consequence, the Club concluded that it is entitled to 35,880 KWD, in addition to interest at the rate of 5%.

B. The Respondent's submissions and requests for relief

67. In his Answer, the Respondent submitted the following requests for relief:

"*The Respondent respectfully requests the Appeal to be denied and the costs of arbitration to be borne by the Appellant*".

68. The following is a summary of the Respondent's arguments:

With regard to the issue of jurisdiction

69. The Respondent maintains that FIFA was competent to deal with the present case in the first instance and that the Appellant's allegations to the contrary are completely unfounded.

With regard to the merits of the case

70. The Appealed Decision is well founded, and the Coach's claim was correctly upheld as a result of the application of the FIFA RSTP (articles 5 and 6 of Annex 2), while the Appellant has failed to call into question the reasoning of the Single Judge in the Appealed Decision.

71. On the contrary, the evidence and exhibits submitted by the Appellant are irrelevant for the purpose of challenging the Appealed Decision, besides being wrongly interpreted by the Appellant and moreover, they do not serve the purpose of disputing the correct application of the FIFA RSTP to the present dispute.

72. Notwithstanding the appeal filed by the Club, the following facts are not disputable:

- The Respondent fully and timely fulfilled his contractual obligations as a coach;
- The Club failed to pay the Coach's salaries from February 2023 to June 2023;
- The Coach sent a warning letter to the Club claiming payment of his outstanding salaries within 15 days from receipt, under threat of unilateral termination of the Employment Contract;
- Even after receiving the warning letter, the Club did not pay even a single monthly salary to the Coach;
- On 6 July 2023, the Coach terminated the Employment Contract based on justified reasons (i.e. the non-payment of salaries);
- Therefore, due to the Club's severe breach, the Respondent is entitled to receive compensation corresponding to the remaining salaries until 30 June 2024 in accordance with article 6 (2) of Annex 2 of the FIFA RSTP, as well as the payment of the overdue payables over a period of 5 consecutive months;

- The Appellant has equally failed to call into question the due application of articles 5 and 6 of Annex 2 of the FIFA RSTP on which the Appealed Decision is based.

With regard to the Appellant's counterclaim

73. The Appellant's counterclaim is unfounded.

74. The Coach has never been absent from work without the Club's permission, and, in fact, it results that the Appellant terminated the Employment Contract as a reaction to the termination letter received by the Coach and not as a consequence of any alleged breach by the Coach.

75. In fact, the Coach's letter of termination was sent to the Club on 6 July 2023 at 1:58 pm, while the termination letter by the Club was sent later on the same day, at 8:38 p.m..

76. However, to the e-mail sent on 6 July 2023, the Club attached the letter of termination which was (ante)dated 25 June 2023.

77. Such a letter is therefore untrue and unreliable.

78. This is also confirmed by the fact that on 2 July 2023, the Club had extended the validity of the Coach's ID card until July 2024, which allowed the Coach to reside in Kuwait on the basis of the Employment Contract. This course of action by the Club would be completely meaningless if the Coach had actually been absent from work without any justification as the Club now untruthfully claims.

79. In his response to the Appellant's post-hearing submission, the Respondent submitted the following arguments.

80. The lack of an e-mail delivery receipt on 25 June 2023 is indicative of the fact that the Club did not actually send the termination letter on 25 June 2023 and confirms that, on the contrary, the Club terminated the Employment Contract by the e-mail sent to the Respondent on 6 July 2023, at 8:38 (i.e. after the Coach's unilateral termination) to which it attached the antedated letter of 25 June 2023. This is also compatible with the fact that the Coach's ID card validity had been extended from 2 July 2023 until 2 July 2024 by initiative of the Club, which would be meaningless if the Club had indeed terminated the Employment Contract on 25 June 2023.

81. With regard to the documentation submitted by the Club in relation to the payment of the Coach's previous salaries, the Respondent maintained that it is irrelevant with respect to the application of art. 5 of Annex 2 of the FIFA RSTP and for the purpose of deciding the present dispute.

VII. JURISDICTION

82. Article R47 of the CAS Code provides as follows:

"*An appeal against the decision of a federation, association or sports-related body may be filed with CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the appellant has exhausted the legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body*."

83. The Appellant relied on Article 57 (1) of the FIFA Statutes as conferring jurisdiction to the CAS according to which "*Appeals against final decisions passed by FIFA's legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of notification of the decision in question*".

84. The Respondent did not dispute that CAS has jurisdiction in the present case.

85. The jurisdiction of the CAS was further confirmed by the signature of the Order of Procedure and at the hearing by both Parties.

86. Accordingly, the CAS has jurisdiction to hear the present case.

VIII. ADMISSIBILITY

87. Article R49 of the CAS Code provides the following:

"*In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or of a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against*".

88. According to Article 57 (1) of the FIFA Statutes "*Appeals against final decisions passed by FIFA's legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of notification of the decision in question*".

89. The Sole Arbitrator notes that the Appealed Decision was rendered on 26 September 2023 and that the grounds of the Appealed Decision were notified to the Parties on 6 November 2023.

90. Considering that the Appellant filed its Statement of Appeal on 25 November 2023, i.e., within the deadline of 21 days set in the FIFA Statutes, the Sole Arbitrator is satisfied that the present appeal was filed in due time

91. Moreover, the Respondent did not contest the admissibility of the Appeal.

92. Furthermore, the appeal complied with all other requirements of Article R48 of the CAS Code and is thus admissible.

IX. APPLICABLE LAW

93. Article R58 of the CAS Code provides the following:

"The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law, the application of which the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision."

94. According to Article R56 (2) of the FIFA Statutes, "*The provisions of the CAS Code of Sports-related Arbitration shall apply to the proceedings. CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law*".

95. In its Appeal Brief, the Appellant relies on article 18 of the Employment Contract which states that "*Any issue has not provided for herein shall be subject to the provisions of the club's regulations as well as the private sector labor law No.6/2010 and its amendments*".

96. In this regard, the Sole Arbitrator recalls that according to the long-established CAS jurisprudence, "*It follows from Article R58 of the CAS Code that the "applicable regulations", i.e. the statutes and regulations of the sports organisation that issued the appealed decision are applicable to the dispute irrespective of what law the parties have agreed upon. The parties cannot derogate from this provision if they want their dispute to be decided by the CAS. Article R58 of the CAS Code takes precedence over conflicting aspects of direct choice-of-law clauses and thus in casu the FIFA rules and regulations apply primarily. Swiss law applies for the interpretation and construction of the respective FIFA regulations. Subsidiarily, questions not covered by the FIFA regulations shall be considered by the CAS panel under the national law referred to in the employment contract insofar as the appellant has cooperated with the panel in ascertaining the relevant content of the law applicable to the merits*" (CAS 2021/A/8334).

97. In consideration of the above and in accordance with the wording of Article R58 of the CAS Code, the Sole Arbitrator holds that the present dispute shall be decided principally according to the FIFA RSTP, May 2023 edition, with Swiss law applying in case of need of interpretation and with Kuwaiti labour law applying subsidiarily in case of regulatory gap.

X. LEGAL ANALYSIS

A. Preliminary issue – Was FIFA competent to hear the present dispute in the first instance proceeding?

98. Before entering into the substance of the present matter, the Sole Arbitrator notes that a preliminary issue to be resolved concerns whether FIFA was the competent body to decide the case in the first instance, which is contested by the Appellant.

99. According to the Appellant, FIFA had no jurisdiction to decide the present case on the grounds of article 19 of the Employment Contract which allegedly refers any contractual dispute to the NSAT, which is the National Sports Arbitration Tribunal of Kuwait.

100. The relevant provision reads as follows:

"*Any dispute arising between the parties hereto in connection with the execution or construction of this contract is to be heard before (NSAT) and Kuwaiti courts*".

101. In order to decide whether article 19 of the Employment Contract is a valid and binding clause conferring jurisdiction on the NSAT, the Sole Arbitrator refers to article 22(1)(c) of the FIFA RSTP which, in the applicable version (i.e. May 2023) reads as follows:

"*1. Without prejudice to the right of any player, coach, association, or club to seek redress before a civil court for employment-related disputes, FIFA is competent to hear*:

c) employment-related disputes between a club or an association and a coach of an international dimension; the aforementioned parties may, however, explicitly opt in writing for such disputes to be decided by an independent arbitration tribunal that has been established at national level within the framework of the association and/or a collective bargaining agreement. Any such arbitration clause must be included either directly in the contract or in a collective bargaining agreement applicable on the parties. The independent national arbitration tribunal must guarantee fair proceedings and respect the principle of equal representation of coaches and clubs".

102. Based on FIFA and CAS consistent jurisprudence, in order for FIFA to decline its jurisdiction over employment-related disputes having international dimension based on article 22(1)(c) above, first and foremost, the parties must have included a written, explicit and exclusive arbitration clause in their contract. This requirement must precede any further evaluation of the eligibility of the arbitration body according to the parameters established by FIFA.

103. Incidentally, the Sole Arbitrator notes that such an approach has been recently confirmed by the current edition of the FIFA RSTP (October 2024) which has amended article 22(1)(c) by explicitly requesting the exclusive nature of the jurisdiction clause, as follows:

"*1. Without prejudice to the right of any player, coach, association, or club to seek redress before a civil court for employment-related disputes, FIFA is competent to hear*:

c) employment-related disputes between a club or an association and a coach of an international dimension; clubs and coaches may, however, explicitly opt in writing for disputes between them to be decided by an NDRC, or a national dispute resolution body operating under an equivalent name, that has been officially recognised by FIFA in accordance with the National Dispute Resolution Chamber Recognition Principles. Any such jurisdiction clause must be exclusive and included either directly in the contract or in a collective bargaining agreement applicable to the parties".

104. On the contrary, in the present case, although the Appellant invokes article 19 of the Employment Contract to establish the jurisdiction of the NSAT as an alternative to FIFA's competence, the relevant provision also refers to "*Kuwaiti courts*" as the other competent bodies to settle contractual disputes between the Parties. The specific wording in the clause, which mentions the Kuwaiti courts in addition to ("and") the NSAT does not exclude the concurrent jurisdiction of the two different bodies, thus resulting in an ambiguous provision.

105. Therefore, the Sole Arbitrator believes that, by also generically referring to "*Kuwaiti courts*", article 19 does not contain any exclusive nor clear jurisdiction clause in favour of the NSAT, and leaves doubts as to which would be the competent body unequivocally established to decide the relevant dispute.

106. In this respect, according to CAS jurisprudence "*For a jurisdiction or arbitration clause to be considered as a valid choice of forum it has to ensure that the parties to the contract have a clear and unequivocal understanding of which specific body or court they should revert to in case of a dispute. This requirement is even more relevant in the world of football, where disputes with an international dimension arise frequently between coaches and clubs, and where it should be clear for a coach, working in a foreign country, where to lodge his/her claim in case of any possible controversy*" (CAS 2020/A/7605).

107. In addition, according to Swiss and CAS jurisprudence, unclear declarations or wordings in a contract will be interpreted against the party that drafted the contract (ATF 124III 155, 158, consid. 1b): it is of the responsibility of the author of the contract to choose its formulation with adequate precision (*In dubio contra stipulatorem* – WINIGER B., op. cit., n. 50 ad 18 CO). Finally, the interpretation must – as far as possible – stick to the legal solutions under Swiss law (ATF 126 III 388, 391, consid. 9d), granting protection to the weakest party (CAS 2005/A/871, pg. 19, para. 4.30; CAS 2008/A/1468).

108. As a consequence, the Sole Arbitrator agrees with the FIFA Single Judge in the Appealed Decision that article 19 of the Employment Court is not a valid jurisdiction clause within the context of article 22(1)(c) of the FIFA RSTP for the purpose of excluding FIFA's jurisdiction over the present case.

109. In addition, and for the sake of completeness, the Sole Arbitrator also observes that the Appellant failed to demonstrate that the NSAT actually meets the preconditions under article 22 FIFA RSTP and, namely, that it is "*established within the framework of the association and/or a collective bargaining agreement*" and that it also guarantees "*the principle of equal representation of coaches and club*s", i.e. that it actually consists of equal numbers of club and coach representatives, which does not emerge from the documents submitted by the Appellant under exhibits n. 8 and n. 9.

110. Finally, the Sole Arbitrator confirms that FIFA, and namely, the Players' Status Chamber of the Football Tribunal, was competent to decide the present dispute in the previous instance, based on article 22(1)(c) of the FIFA RSTP.

B. Introduction – What is this case about

111. In the present case, the Club requests the Sole Arbitrator to overturn the Appealed Decision, and declare that the Coach's termination was null and void and without just cause; that the Club is not responsible to pay any amount to the Coach and in addition, to uphold the Club's counterclaim and condemn the Coach to pay to the Club an amount of KWD 35,880 as compensation for breach of contract.

112. The Sole Arbitrator hereby briefly recalls the main points of the Parties' position regarding the termination of the Employment Contract.

113. According to the Appellant, the Employment Contract was terminated by the Club on 25 June 2023, i.e. before the Coach's termination letter which was sent by e-mail on 6 July 2023 and was therefore without effect. The Club's termination was based on just cause due to the Coach's unauthorized absence from work for more than seven days. The Coach's unilateral termination, besides being moot, was without just cause and moreover, the Coach's letter of formal notice was invalid since it did not grant the Club a deadline of 15 days to comply with its payment obligation, nor had the Coach expressed his intention to terminate the Employment Contract based on outstanding salaries. In any event, there has been no breach by the Club serious enough to justify a unilateral termination by the Coach. And moreover, the non-payment of salaries by the Club was justified by the Coach's failure to fulfil his obligations, in accordance with article 82 of the SCO.

114. The Respondent contends that the Club's letter of termination dated 25 June 2023 was not sent to him via e-mail until 6 July 2023, at 8:38 p.m., i.e. after receiving (and as a reaction to) the Coach's letter of termination which had been sent at 1:58 p.m. on the same day. Therefore, the Employment Contract was unilaterally terminated by the Coach on 6 July 2023 based on just cause due to the Club's failure to pay five monthly salaries in the period between February 2023 and June 2023, after notification of a formal notice on 9 June 2023 which had remained unanswered. In addition, the Club's allegations regarding the Coach's unauthorised leave are without merits and completely unsubstantiated.

115. In light of the foregoing, the Sole Arbitrator considers that the main task in deciding the present case is to establish who terminated the Employment Contract and when; whether the unilateral termination was justified, and which are the relevant financial consequences of such termination, if any.

Was the Employment Contract terminated by the Club on 25 June 2023 as maintained by the Appellant?

116. The Sole Arbitrator recalls that, although the Club provided a copy of a letter of termination addressed to the Coach, dated 25 June 2023, the Appellant was unable to retrieve the proof of delivery of such letter, either by e-mail or by any other form of correspondence.

117. As a consequence, there is no evidence in the file that the Employment Contract was terminated by the Club on that date.

118. On the other hand, it results from the Appellant's exhibit n. 4, that on 6 July 2023, at 20:38, the Club sent an e-mail to the Coach's lawyer attaching the aforementioned Club's letter of termination dated 25 June 2023. However, it is also clear from the Appellant's exhibit n. 5 that earlier on the same day, i.e. at 13:58 on 6 July 2023, the Coach's lawyer had already sent an e-mail to the Club attaching the Coach's letter of termination based on the failure by the Club to pay the outstanding salaries as requested in the letter of formal notice of 9 June 2023.

119. As a consequence, the evidence in the file shows that the Coach did not receive the Club's letter of dismissal until after he had given notice of his unilateral termination.

120. It follows that on the basis of the documents submitted by the Parties, the Employment Contract was terminated on 6 July 2023 at the Coach's initiative.

Was the Coach's termination of the Employment Contract based on just cause?

121. With regard to the reasons for termination put forward by the Coach in his letter of 6 July 2023, the Sole Arbitrator first notes that it is undisputed that the Club did not pay the Coach five monthly salaries, from February to June 2023 which amounted to KWD 14,950,00.

122. This circumstance falls, in principle, within the provision of article 5, Annex 2 of the FIFA RSTP which allows a coach to terminate the employment contract in case of failure by the club (or association) to pay at least two monthly salaries.

123. With regard to the precondition required by the said article 5 that before the termination of the employment contract, the club (or association) is put in default in writing by the coach, the Sole Arbitrator notes that the Coach had sent a letter of formal notice to the Club on 6 June 2023, requesting payment of the outstanding salaries.

124. In this regard, the Appellant's arguments that the Coach's letter of 6 June 2023 was not a proper formal notice, nor did it grant the Club a deadline of 15 days to fully comply with its financial obligation, are deceptive.

125. In fact, the requirement under article 5 of Annex 2 of the FIFA RSTP serves the purpose of officially notifying the debt and allowing the defaulting party to remedy the breach.

126. In this respect, the Coach's warning letter contained a clear statement of debt and, although it did not expressly invite the Club to make the relevant payment within 15 days, in fact, the Coach waited 26 days (i.e. from 9 June 2023 until 6 July 2023) before terminating the Employment Contract. Therefore, the Sole Arbitrator concludes that the minimum notice period pursuant to article 5, Annex 2 of the FIFA RSTP was satisfied, and therefore, the Club was in fact granted more than 15 days to remedy the default but still failed to comply with its obligations.

127. Therefore, the Sole Arbitrator is satisfied that the preconditions set forth under article 5 of Annex 2 of the FIFA RSTP were met. Not to mention that the Club's failure to pay five monthly salaries to the Coach would have also entitled the latter to terminate the Employment Contract based on article 4 of Annex 2 of the FIFA RSTP, given the seriousness of the breach.

128. With regard to the Appellant's alleged justification for non-payment of the outstanding salaries, the following is noted.

129. First, the Club's allegations that the Parties had implicitly or verbally agreed to a delayed payment is unsupported and was also explicitly denied by the Coach at the hearing. The fact that, previously, the Club had paid several monthly salaries in arrears, as it emerges from the bank receipts submitted by the Appellant after the hearing, only demonstrates the Club's bad practice but does not give the Club any justification for such delay. The fact that the Coach had tolerated such payment delays in the past does not give the Club any right to exempt itself from its obligation to pay in accordance with the contractually agreed deadlines.

130. Second, the Appellant did not provide any evidence that the Coach's leave was unauthorized. In particular, there is no proof of any kind that the Club had attempted to call him back to resume work or had sent him any written warning in order to contest the alleged infringement. In addition, there is also no evidence that, during the alleged unauthorised absence, the Coach was supposed to be in his workplace at the Club in order to prepare the team for the following season, as maintained by the Club.

131. On the contrary, it emerged from the Parties' statements at the hearing that the Club's players usually have their annual break after the last match of the season, which in that relevant season was played on 30 May 2023, and that the Coach left Kuwait for Croatia on 15 June 2023. Although the Coach was unable to provide any written evidence that he was authorized to leave by the Club, or that the Club had provided him the flight tickets, the Sole Arbitrator considers that, at the time of his departure, the players of the team had already commenced their annual leave and it is also reasonable to believe that the Coach was also on his annual leave, in the absence of any proof to the contrary.

132. For the sake of completeness, the Sole Arbitrator notes that the Club cannot justify the non-payment of the Coach's salaries with the alleged unauthorized absence from work. In fact, the Appellant's allegations are inconsistent given that the Club's failure dated back to February 2023, i.e., to a time preceding the Coach's alleged unauthorised absence from work.

133. Therefore, the Club's reference to the principle of exception of non-compliance ("*inademplenti non est adimplendum*") pursuant to article 82 of the SCO is completely erroneous.

134. In light of the foregoing, the Sole Arbitrator concludes that the Coach terminated the Employment Contract with just cause based on article 5, Annex 2 of the FIFA RSTP due to the Club's unjustified non-payment of 5 monthly salaries.

What are the consequences of the Coach's termination of the Employment Contract based on justified reasons?

135. Notwithstanding the Sole Arbitrator's analysis of the present case is based on different assumptions from the grounds of the Appealed Decision, the Sole Arbitrator agrees with the Single Judge in terms of the consequences of the termination of the Employment Contract, due to the Club's breach.

136. As a consequence, the Sole Arbitrator confirms the Single Judge's decision that the Club is liable to pay to the Player a total amount of KWD 14,950 corresponding to unpaid salaries plus 5% interest from the respective due dates until the date of effective payment, in addition to compensation for breach of contract in the amount of KWD 35,880 corresponding to the residual value of the Employment Contract in accordance with art. 6, Annex 2 of the FIFA RSTP, plus 5% interest as from 6 July 2023 until the date of effective payment.

C. Conclusion

137. The appeal file by the Club is rejected and the Appealed Decision is confirmed in its entirety.

138. Any further claims or requests for relief from the Parties are dismissed.

XI. COSTS

(…).

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ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The Appeal filed on 25 November 2023 by Al Salmiya Sporting Club against the Decision issued on 26 September 2023 by the of the FIFA Football Tribunal is dismissed.

2. The Decision issued on 26 September 2023 by the Players' Status Chamber of the FIFA Football Tribunal is confirmed.

3. (…).

4. (…).

5. All other motions or requests for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 7 January 2025

THE COURT OF ARBITRATION FOR SPORT

Fabio Iudica
Sole Arbitrator