



**TAS / CAS**

TRIBUNAL ARBITRAL DU SPORT  
COURT OF ARBITRATION FOR SPORT  
TRIBUNAL ARBITRAL DEL DEPORTE

**CAS 2023/A/9880 Jorvan Vieira v. ENPPI**

**ARBITRAL AWARD**

**delivered by the**

**COURT OF ARBITRATION FOR SPORT**

**sitting in the following composition:**

Sole Arbitrator: Dr Jakub Laskowski, Attorney-at-law in Warsaw, Poland

**in the arbitration between**

**Jorvan Vieira**, Portugal

Represented by Mr Gonçalo Almeida, Mr André Duarte Costa and Mr António de Carvalho Vicente, Attorneys-at-law, Lisbon, Portugal

**-Appellant-**

and

**ENPPI**, Egypt

Represented by Mr Salvatore Civile and Mr Roberto Terenzio, Attorneys-at-law, Nocera Inferiore (Sa), Italy

**-Respondent-**

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## **I. THE PARTIES**

1. Mr Jorvan Vieira (the “Appellant” or the “Coach”) is a football coach. The Coach was born on 29 September 1953 and is of Portuguese nationality.
2. ENPPI Club (the “Respondent” or the “Club” or “ENPPI”) is a professional football club based in Cairo, Egypt. The Club currently competes in the Egyptian Premier League which is the top division in Egypt. It is affiliated to the Egyptian Football Association (“EFA”), which in turn is affiliated to *Fédération Internationale de Football Association* (“FIFA”).
3. The Club and the Player are collectively referred to as the “Parties”.

## **II. INTRODUCTION**

4. This appeal is brought by the Coach against the Club with respect to the decision issued on 20 June 2023 by the Players’ Status Chamber of the FIFA Football Tribunal (the “PSC”) (the “Appealed Decision”).

## **III. FACTUAL BACKGROUND**

5. Below is a summary of the main relevant facts, as established on the basis of the written and oral submissions of the Parties, the exhibits produced as well as the evidence examined in the course of the proceedings. Additional facts and allegations may be set out, where relevant, in connection with the ensuing legal discussion. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, in this award reference is made only to the submissions and evidence the Sole Arbitrator considers necessary to explain his reasoning.

### **A. Background Facts**

6. On an unspecified date (“*during the month of May 2022*”), the Coach entered into an employment agreement with the Club, referred as the “*First Team Coach’s Employment Contract*” (the “Contract”).
7. Pursuant to this Contract, the Coach was appointed as the head coach of the Club’s first team. The Contract was valid 1 June 2022 until the end of the 2022/2023 football season, without prejudice to the termination clauses included therein.
8. According to Article 5.1 of the Contract, the Respondent was obligated to compensate the Claimant with a monthly salary of USD 20,000.00 “*or equivalent in EGP*”, with payments to be made at the end of each month.
9. Additionally, Article 8.1, lit. b) of the Contract provides that either party possesses the right to terminate the agreement prematurely, subject to a compensation amounting to USD 40,000.00 net (the “Compensation Fee”).
10. Specifically, Article 8.1, lit. b) of the Contract states that: “*if any party for whatsoever reason terminates the contract before the end of its validity, the terminating party will pay to the other party an amount of USD 40,000 net of any taxes*”.
11. On 17 September 2022, the Club exercised the termination option as per art. 8.1, lit. b) of

the Contract. The Club stated in the letter sent to the Coach that “*the club Board decided to exercise its option to terminate the contract by virtue of clause number (8.1.b)*”.

12. On 2 October 2022, the Club informed the Coach *via* email about the outstanding amounts owed to the Coach. More specifically, the Club provided the following breakdown of the outstanding remunerations: (i) USD 10,000.00 representing half of the salary for September 2022; (ii) USD 40,000.00 as the Compensation Fee, with a reference to the amount of EGP 975,500.00 as its equivalent in Egyptian Pounds (“EGP”); (iii) EGP 100,000.00 for housing allowance (EGP 25,000.00 x 4 months); (iv) EGP 15,000.00 as a performance bonus for 3 matches tied, totalling in the amount of EGP 1,090,500.00. Furthermore, the Club deducted from aforementioned amount hotel costs amounting to EGP 340,000.00, making EGP 750,500.00 as the total amount due to the Coach.
13. On 6 January 2023, the Appellant formally placed the Respondent in default and demanded a payment of USD 52,105.38 (the “Default Letter”).
14. The Default letter stated, *inter alia*, that the Coach should be entitled to the Compensation Fee amounting to USD 40,000 as well as the Coach should be further entitled “*as admitted by the Club by means of its email dated 2 October 2022 (...), to receive (A) USD 11.333,33 (eleven thousand three hundred and thirty-three UAS Dollars and thirty-three Cents) – not USD 10.000,00 (ten thousand US Dollars) as stated by the Club – corresponding to 17 (seventeen) days of work in September 2022 and (B) the amount of EGP 15.000,00 (fifteen Egyptian Pounds) pertaining to outstanding performance bonuses*”.
15. On 17 January 2023, the Respondent confirmed that the outstanding amount for September 2022 shall be increased by USD 1,333.33, as requested by the Claimant, as well agreed to reduction of the hotel expenses from EGP 340,000.00 to EGP 197,780.00.
16. Subsequently, on 18 January 2023, the Respondent made a payment in the total of EGP 814,565.00, which is undisputed between the Parties.
17. Subsequently, on 29 January 2023, the Appellant reimbursed EGP 455,036 to the Respondent. This reimbursement was predicated on the contention that the amount designated for early termination (i.e. USD 40,000.00) should have been disbursed in USD rather than EGP, reflecting the specific stipulations in the Contract.

## **B. The Proceedings before the PSC**

18. On 31 January 2023, the Coach filed a legal claim against the Respondent before the PSC, demanding the payment of USD 40,000 as the Compensation Fee stipulated under Article 8.1, lit. b) of the Contract plus 5% interest *per annum* as of 17 September 2022.
19. The Appellant contended that the payment he received was improperly made in EGP instead of the contractually agreed currency (i.e. USD), thereby constituting a breach of the Club’s contractual obligations.
20. In light of this, on 29 January 2023 the Coach returned the sum of EGP 455,401 to the Club, emphasizing his stance that the original payment did not fulfil the contractual requirements as specified.
21. On the other hand, the Respondent countered the claim by asserting that it had fully met its financial obligations as outlined in the Contract, which allowed for payments to be made

in Egyptian currency.

22. The Club highlighted that previous payments had also been remitted in EGP, thereby maintaining consistency with the contractual terms. Furthermore, the Respondent argued that since the Compensation Fee equated to two monthly salaries, the payment terms applicable to the salaries should logically extend to the Compensation Fee as well.
23. Thus, the Club maintained that it had adhered to all stipulated contractual obligations by making the payments in EGP.
24. On 20 June 2023, the Appealed Decision was issued by the PSC.
25. The paras. 1 – 3 of the operative part of the Appealed Decision read as follows:
  - “1. The claim of the Claimant, Jorvan Vieira, is partially accepted.*
  - 2. The Respondent, ENPPI, must pay to the Claimant EGP 455,401 as outstanding remuneration plus 5% interest p.a. as from 31 January 2023 until the date of effective payment.*
  - 3. Any further claims of the Claimant are rejected”.*
26. On 20 July 2023, the grounds of the Appealed Decision were notified to the Parties.
27. In evaluating the merits of the case, the PSC recognized that the Parties were unequivocally in agreement regarding the applicability of the contested clause.
28. The point of contention, however, centred on the payment modalities, particularly the currency in which the compensation was to be delivered. The Single Judge of the PSC, upon a review of the case documentation, determined that there was a mutual understanding concerning the termination modalities of the Contract. In this context, the PSC concluded that at the Coach’s request, the compensation amount was subsequently increased to EGP 814,565.00, which the Club then paid. Following this payment, the Coach reimbursed EGP 455,401.00 to the Club.
29. Based on these findings, the PSC partially accepted the Coach’s claim, ruling that the Coach was entitled to the amount of EGP 455,401.00 that he had previously reimbursed.

#### **IV. THE PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT**

30. On 7 August 2023, in accordance with Articles R47 and R48 of the CAS Code of Sports-related Arbitration (the “CAS Code”), the Appellant filed its Statement of Appeal with the Court of Arbitration for Sport (“CAS”) against the Respondent with respect to the Appealed Decision. In its Statement of Appeal, the Appellant requested that the present matter be submitted to a sole arbitrator.
31. On 18 August 2023, the Appellant filed its Appeal Brief within the meaning of Article R51 of the CAS Code.
32. On 21 August 2023, the CAS Court Office acknowledged receipt of the Appeal Brief and invited the Respondent to submit its Answer within twenty days.
33. On 23 August 2023, the CAS Court Office noted that it had not received any response from the Respondent concerning the number of arbitrators to preside over the proceedings. As a result, in line with Article R50 para. 1 of the CAS Code, the issue was

- referred to the President of the CAS Appeals Arbitration Division, or her Deputy, for a decision.
34. On 30 August 2023, the CAS Court Office communicated that despite the Respondent's request to submit the proceedings to a panel of three arbitrators due to the complexity of the matter, the President of the CAS Appeals Arbitration Division had already taken a decision in this matter. In accordance with the directive given in the letter dated 23 August 2023 and under Article R50 para. 1 of the CAS Code, the President of the CAS Appeals Arbitration Division decided that the matter would be handled by a sole arbitrator.
  35. Additionally, the CAS Court Office informed the Parties that, in accordance with the Respondent's request of the same date, its initial time limit set for filing its answer was set aside and a new time limit would be fixed after receipt of the Appellant's payment of his share of the advance of costs.
  36. On 20 September 2023, the CAS Court Office informed both Parties that the Appellant had applied for legal aid in relation to the ongoing arbitration proceedings. Consequently, the timeline for the Appellant to pay the advance of costs was suspended pending a decision on the legal aid application by the ICAS Athletes' Commission.
  37. On 11 December 2023, the CAS Court Office informed the Parties that the Appellant's application for legal aid was granted. Following this decision, the Respondent was invited to submit its Answer within 20 days.
  38. On 27 December 2023, the Respondent sought an extension of the deadline to submit its Answer until 31 January 2024.
  39. On 4 January 2024, the Respondent was granted an additional 20-day extension of the time limit to file its Answer.
  40. On 23 January 2024, the Respondent requested a further 15-day extension, which was confirmed and granted by the CAS Court Office on 26 January 2024.
  41. On 14 February 2024, the Respondent filed his Answer in accordance with Article R55 of the CAS Code.
  42. On 28 February 2024, the CAS Court Office informed the Parties that, pursuant to Article R54 of the CAS Code and on behalf of the President of the CAS Appeals Arbitration Division, the Panel had been constituted as follows:  
Sole Arbitrator: Dr Jakub Laskowski, Attorney-at-law in Warsaw, Poland.
  43. On 9 July 2022, both the Appellant and the Respondent returned duly signed Order of Procedures.
  44. On 10 April 2024, a virtual hearing was conducted. Besides the Sole Arbitrator and Dr Björn Hessert, CAS Counsel, the following persons were present at the hearing:
    - Mr Gonçalo Almeida, Mr António de Carvalho Vicente and Mrs Margarida Garcia de Oliveira, representatives of the Claimant;
    - Mr Roberto Terenzio, representative of the Respondent.
  45. During the hearing, the Parties were afforded full opportunity to present the case, submit their arguments and answer the questions posed by the Sole Arbitrator.

46. Before the hearing was concluded, the Parties confirmed that they did not have any objection with the procedure adopted by the Sole Arbitrator and that their right to be heard had been fully respected.

## **V. SUBMISSION OF THE PARTIES**

47. The following outline of the Parties' positions is illustrative only and does not necessarily comprise every contention put forward by the Parties. The Sole Arbitrator has carefully considered all the written submissions made by the Parties, as well as the declarations made during the hearing, even if there is no specific reference to those submissions in the following summary.

### **A. The Appellant's Position**

48. The Appellant's submissions, in essence, may be summarized as follows:
- on the basis of the Appealed Decision, the Respondent was ordered to pay the Appellant EGP 455,036.00 as outstanding remuneration plus 5% interest *per annum* from 31 January 2023 until the date of effective payment;
  - nevertheless, the Appellant did not request the payment of any outstanding remuneration, nor does the amount of EGP 455,036.00 correspond to the compensation clause specified in Article 8.1, lit. b) of the Contract, whether in USD or EGP;
  - the Single Judge of the PSC failed to address the Appellant's claim and ruled beyond the scope of the claim requested;
  - the core issue for the Single Judge of the PSC to decide was whether the Compensation Fee should be paid in USD or EGP;
  - the Appellant argued for payment in US Dollars based on the explicit reference in Article 8.1, lit. b) of the Contract, while the Respondent contended that the payment could be made in EGP;
  - the Appealed Decision incorrectly states that there was a strong dispute over the clause concerning the Compensation Fee. In reality, neither Party disputed that the payment was outstanding and the only issue between the Parties remains the currency in which payment is to be made;
  - the present dispute is straightforward, centred on whether the USD 40,000.00 compensation resulting from Article 8.1, lit. b) of the Contract could be paid in EGP;
  - the PSC neglected the central issue and made an unwarranted decision, deviating from the core matter at hand;
  - the Appealed Decision was rendered *infra petita* as the PSC failed to adjudicate on the Appellant's claim. It also violated the principle of *non ultra petita* by awarding more or different from what was requested and less than what the opposing party acknowledged;

- the Contract allowed for the Coach’s monthly remuneration to be paid in its equivalent in EGP, but the compensation for early termination was intended to be paid in USD;
- Article 8.1, lit. b) of the Contract does not provide for the compensation amount to be paid in EGP, only in USD. If the Parties had intended for an alternative currency, they would have explicitly stated so;
- the intention behind the specified currency for the compensation amount was to impose a greater burden on the terminating party;
- hence, the Appellant argues that the Appealed Decision failed to address the real issue and misinterpreted the contractual obligations regarding the currency of payment for the compensation clause.

49. On this basis, the Appellant submits the following prayers for relief:

*“In light of the above, the Appellant hereby respectfully requests the CAS to:*

*1. Declare that the present appeal is admissible;*

*2. Set aside the decision rendered by the FIFA PSC on 20 June 2022 (ref. no. FPSD-9108);*

*3. Order Enppi to pay to Mr Jorvan Vieira the net amount of USD 40.000,00 as compensation for terminating the employment contract plus 5% interest p.a until the date of effective payment;*

*Subsidiarily, and solely in the unlikely event that the Sole Arbitrator or the Panel considers that the Compensation Amount can be paid in Egyptian Pounds*

*4. Order Enppi to pay to Mr Jorvan Vieira the net amount of EGP 776.699,03 as compensation for terminating the employment contract plus 5% interest p.a until the date of effective payment;*

*In any event,*

*5. Order Enppi to bear all arbitration costs; and*

*6. Order Enppi to contribute towards Mr Jorvan Vieira’s legal fees and other expenses in a reasonable amount to be appropriately determined by the Sole Arbitrator”.*

#### **A. The Respondent’s Position**

50. The submission of the Respondent, in essence, may be summarized as follows:

- the case concerns whether the “penalty” in Article 8.1, lit. b) of the Contract can be paid in EGP or only in USD;
- the “penalty” for unilateral termination equals two monthly salaries, specified as USD 20,000 or equivalent in EGP, net of Egyptian taxes;
- since the Club can pay salaries in EGP, it logically follows that the “penalty” can also be paid in EGP;
- the dual payment option (i.e. payment in EGP and/or USD) was agreed between the Parties due to difficulties in obtaining USD through Egyptian banks;

- taking into account the correspondence dated 2 October 2022, the Coach did not object to the payment calculations or the possibility of receiving payment in EGP;
- by sending the Default Letter, the Coach confirmed the exchange rate used by the Club (1 USD = 0.051470 EGP) and the total amount due of EGP 1,012,344.66;
- in the Default Letter, the Coach did not consider accommodation costs and hotel deductions as explained in the Club’s letter of 2 October 2022, reducing the amount due to 814,565.00 EGP;
- on 18 January 2023, the Club paid 814,565.00 EGP to the Coach without receiving any objections;
- on 29 January 2023, the Coach reimbursed EGP 455,036.00 (approx. USD 23,421) to the Club without explanation, which is not the agreed Compensation Fee amount; therefore, by reimbursing only part of the Compensation Fee, the Coach implicitly accepted the partial payment in EGP.
- the Coach consistently accepted salary payments in EGP throughout the employment relationship without objection, implying the Compensation Fee could also be paid in EGP;
- if the Compensation Fee had to be paid only in USD, the Contract should have explicitly stated so;
- FIFA noted that the Parties agreed on the Contract termination terms and the Coach requested the amount be topped up to 814,565.00 EGP;
- the Appellant’s request for USD 40,000.00 or – alternatively – the equivalent amounting to EGP 776,699.03 is incorrect, as the Appellant recognized that the Respondent paid the entire value of the “*penalty*”, inside the amount of EGP 814,565.00 duly received by the Coach;
- If the Coach receives EGP 776,699.03, he would unjustly gain a total of EGP 1,136,228, exceeding his actual entitlement;

51. On this basis, the Respondent submits the following prayers for relief:

*“For all the above reasons ENPPI Club respectfully requests to the honourable Sole Arbitrator:*

*a) to reject in full on the merit the Appeal filed by the Coach Mr. Jorvan Vieira and confirm the FIFA PSC Appealed Decision;*

*b) to declare that ‘The Respondent, ENPPI, must pay to the Claimant EGP 455,401 as outstanding remuneration plus 5% interest p.a. as from 31 January 2023 until the date of effective payment’ (i.e. the point 2 of the Appealed Decision) without considering the period of time from 20 June 2023, i.e. the date of issuing of the Appealed Decision, until the date in which the Award that will be issued in the present dispute will be final and binding between the Parties;*

*c) to order the Appellant to bear in full the costs of this arbitration proceedings;*

*d) to order the Appellant to pay a contribution of the legal fees, costs and expenses borne by the Respondent, in an amount to be determined at the discretion of the Sole Arbitrator”.*



## **VI. JURISDICTION**

52. Article R47 para. 1 of the CAS Code determines 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”.*

53. The jurisdiction of the CAS derives from Article 57 para. 1 of the FIFA Statutes (May 2022 edition) as it determines that:

*“Appeals against final decisions passed by FIFA’s legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged within CAS within 21 days of receipt of the decision in question”.*

54. In addition, Article 10.2 of the Contract states as follows:

*“10.2 the PARTIES hereby submit the disputes to the concerned committee at the FIFA to resolve any dispute arising from or related to this CONTRACT, and the appeal in front of CAS (Court of Arbitration for Sport) Switzerland”.*

55. In the light of the above, the CAS has jurisdiction to hear the present Appeal, in accordance with Article R47 para. 1 of the CAS Code in conjunction with Article 57 para. 1 of the FIFA Statutes (May 2022 edition).

56. Furthermore, none of the Parties objected to the jurisdiction of the CAS, and both Parties confirmed the CAS jurisdiction when signing the Order of Procedure.

57. It follows that the CAS has jurisdiction to decide on the present dispute.

## **VII. ADMISSIBILITY**

58. Article R49 of the CAS Code determines – in its relevant parts – as follows:

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

59. Article 57 para. 1 of the FIFA Statutes (May 2022 edition) determines that:

*“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 receipt of the decision in question”.*

60. The Sole Arbitrator notes that the grounds of the Appealed Decision were notified to the Parties on 20 July 2023 and the Appellant filed its Statement of Appeal on 7 August 2023. Accordingly, the Appellant filed its appeal within the 21-day deadline.

61. None of the Parties contested the admissibility of the Appeal.

62. Considering the above and the fact that the appeal complies with all the admissibility requirements stipulated in Articles R48 *et seq.* of the CAS Code, it follows that the appeal is admissible.

### VIII. APPLICABLE LAW

63. Article 187 para. 1 of the Swiss Federal Act on Private International Law (the “PILA”) reads as follows:
- “The arbitral tribunal shall decide the dispute according to the rules of law chosen by the parties or, in the absence of such a choice, according to the rules of law with which the case has the closest connection”.*
64. Article R58 of the CAS Code provides as follows:
- “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 that the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision”.*
65. Furthermore, Article 56 para. 2 of the FIFA Statutes (May 2022 edition) provides:
- “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”.*
66. Both Parties agree that the various FIFA regulations and, subsidiarily, Swiss law should apply to the matter.
67. Considering all the above, the Sole Arbitrator is therefore satisfied that the various FIFA regulations shall be the law applicable to the present proceedings, with the subsidiary application of Swiss law should the need arise to fill a possible gap in the various regulations of FIFA, including the applicable FIFA Regulations on Status and Transfer of Players (“FIFA RSTP”).

### IX. MERITS

68. The main issues to be resolved by the Sole Arbitrator are:
- A. Does Article 8.1, lit. b) of the Contract permit the Compensation Fee for early termination to be paid in EGP or is it strictly required to pay this compensation in USD?
  - B. Did the Single Judge of the PSC correctly calculate the amount to be paid by the Club to the Coach?
69. The Sole Arbitrator will address these issues in turn.
- A. Does Article 8.1, lit. b) of the Contract permit the Compensation Fee for early termination to be paid in EGP or is it strictly required to pay this compensation in USD?**
70. The Sole Arbitrator recognizes that the pivotal issue in this dispute is whether the Compensation Fee stipulated in Article 8.1, lit. b) of the Contract should be payable in EGP or strictly in USD.

71. In this context and taking into account written and oral submissions of the Parties, the Sole Arbitrator observes that all other areas related to the Contract and its termination under Article 8.1, lit. b) of the Contract are not in dispute.
72. Given the above, to resolve this issue, the Sole Arbitrator must first seek to ascertain the Parties' true and common intention regarding the payment of the Compensation Fee as per the contractual terms. This requires an interpretation of the Contract in accordance with Article 18 para. 1 of the Swiss Code of Obligations ("SCO"), which states:
- "When assessing the form and terms of a contract, the true and common intention of the parties must be ascertained without dwelling on any inexact expressions or designations they may have used either in error or by way of disguising the true nature of the agreement".*
73. Therefore, the Sole Arbitrator must seek to discover the true and mutually agreed intention of the Parties, if necessary, empirically, based on circumstantial evidence. This approach is supported by the decision of the Swiss Federal Tribunal (4A\_155/2017, 12 October 2017, consid. 2.3; ATF 132 III 268 para. 2.3.2, 131 III 606 para. 4.1). The content of statements made – whether written or oral – and the general context, including all circumstances that might indicate the common subjective will of the Parties, must be taken into account. Relevant are also the statements made prior to the conclusion of the relevant documents and the subsequent events and conduct of the Parties. Additionally, the Sole Arbitrator must assess the situation according to general life experience (ATF 118 II 365 consid. 1, 112 II 337 consid. 1, 4a and references).
74. Upon reviewing the Contract, it is evident that both Article 5.1 and Article 8.1, lit. b) are clear and unambiguous. Article 5.1 of the Contract states [emphasis added by the Sole Arbitrator]:
- "A monthly net salary of (USD 20,000 only) only Twenty Thousand USD only or equivalent in EGP (net of the EGY Taxes on income) will be paid to the Head Coach by the end of each month, without prejudice to the termination clause herein mentioned in this contract".*
75. Conversely, Article 8.1, lit. b) of the Contract states:
- "If any party for whatsoever reason terminates the contract before the end of its validity, the terminating party will pay to the other party an amount of USD 40,000 net of any taxes".*
76. The Sole Arbitrator is of the view that while the parties of the Contract clearly and explicitly agreed that the basic monthly remuneration could be paid either in USD or in EGP or its equivalent, the wording of Article 8.1, lit. b) of the Contract did not provide such an alternative currency option. Quite the contrary, the aforementioned clause explicitly mentions only USD as the applicable currency for payment of the Compensation Fee without an alternative, implying that the Parties agreed that the Compensation Fee shall be paid exclusively in USD.
77. In this regard, the Sole Arbitrator adheres to the Appellant's argumentation – submitted in written submissions and reiterated in the hearing – that Article 8.1, lit. b) of the Contract does not introduce the option for the Respondent to choose in which currency (USD or EGP) the payment will be made and subsequently allows for the Compensation Fee to be paid only in USD. Furthermore, the Sole Arbitrator finds the argumentation compelling that if the Parties had intended for an alternative currency, they would have explicitly

stated so in the Contract. The Appellant's argumentation is in line with the wording of both articles, as only Article 5.1 of the Contract explicitly states that payments may be made in USD "*or equivalent in EGP*".

78. Conversely, the Respondent's argument that the Coach's acceptance of salary payments in EGP implies that the penalty could also be paid in EGP is not relevant. The conditions of salary payments were distinctly agreed upon, indicating a specific and mutual understanding between the Parties. The acceptance of salary payments in EGP by the Coach is consistent with the clear contractual terms that provided for such payments to be made in either USD or EGP. However, this does not extend to the Compensation Fee, which is explicitly mentioned in USD without any provision for payment in EGP.
79. Therefore, the conditions of payment for the Compensation Fee were agreed differently, and the Coach could reasonably expect this payment to be made in USD, as specified in the Contract. Additionally, the behaviour of the Coach before triggering the termination pursuant to Article 8.1, lit. b) of the Contract is not relevant in determining the intended currency for the Compensation Fee. This clause must be analysed separately based on its own terms and the Parties' clear agreement regarding the currency for this specific payment.
80. In light of the foregoing, the Sole Arbitrator adheres to the Appellant's position that the Contract allowed for the Coach's monthly remuneration to be paid in its equivalent in EGP, but the Compensation Fee for early termination provided for in Article 8.1, lit. b) of the Contract was intended to be paid in USD.

**B. Did the Single Judge of the PSC correctly calculate the amount to be paid by the Club to the Coach?**

81. Having established the above, the Sole Arbitrator will proceed his analysis by reviewing whether the PSC Single Judge correctly calculated the amount to be paid by the Club to the Coach.
82. In this regard, the Sole Arbitrator recalls that the Single Judge of the PSC indicated in the merits of the Appealed Decision that there was a mutual understanding concerning the termination modalities of the Contract. The Appealed Decision partially accepted the Coach's claim, ruling that the Coach was entitled to the amount of EGP 455,036.00 that he had previously reimbursed.
83. Nevertheless, the Sole Arbitrator observes that the Appellant argues that the PSC neglected the central issue and made an unwarranted decision, deviating from the core matter at hand. On the other hand, the Respondent agrees with the reasoning of the Single Judge of the PSC.
84. Nevertheless, due to the above-mentioned findings that the Compensation Fee should be payable in USD, the Sole Arbitrator believes that the outstanding compensation due to the Coach should be calculated in detail again.
85. The Sole Arbitrator observes that the Parties do not dispute any amounts indicated in the correspondence dated 2 October 2022 or raised by both Parties in their submissions. In particular, both Parties agreed (as confirmed during the hearing) on the amounts of housing allowance and hotel costs as indicated in the correspondence dated 2 October 2022. The Sole Arbitrator also notes that the Appellant confirmed the hotel costs should be deducted from the final amount due to the Coach.

86. The Sole Arbitrator notes that the Parties also agree on the conversion rate. During the hearing, the representatives of both Parties agreed that the conversion rate from 17 September 2022 should be taken into account, namely 1 EGP = 0.0515 USD and 1 USD = 19.4288 EGP.
87. Therefore, taking into account the findings regarding the currency in which the compensation should be payable, the Sole Arbitrator is of the opinion that if any amount in other currencies are to be deducted from the Compensation Fee, these other amounts should be converted into USD and not the other way around. Given that none of the amounts in question are disputed but only the currency of the Compensation Fee, the following calculations indicate the final amount which should be payable by the Club to the Coach.
88. The Club paid on 18 January 2023 the amount of EGP 814,565.00, partially reimbursed by the Coach on 29 January 2023 in the amount of EGP 455,036.00. Hence, the total amount effectively paid by the Respondent to the Appellant is EGP 359,529.00.
89. Applying the conversion rate agreed between the Parties, the Appellant's outstanding salary for September 2022 amounts to EGP 220,193.00. Furthermore, the Appellant shall be entitled to EGP 100,000.00 as the outstanding housing allowance and EGP 15,000.00 as the performance bonus. In total, the aforementioned outstanding amounts to the Appellant in EGP amounts then to EGP 335,193.00, bearing in mind that any outstanding amount shall be decreased by EGP 197,780.00, i.e. the hotel expenses undisputed between the Parties hotel expenses (as confirmed during the hearing).
90. The Sole Arbitrator acknowledges also that the Appellant confirmed during the hearing that by mistake he only reimbursed part of the Compensation Fee, namely the amount of EGP 455,036.00.
91. Again, as the Respondent effectively (after the reimbursement) paid to the Appellant the amount of EGP 359,529.00, it needs to be concluded that this amount includes not only the aforementioned outstanding amounts to the Appellant equal to EGP 335,193.00 (sum of the outstanding salary for September 2022, the housing allowance and the performance bonus), but also part of the Compensation Fee amounting to EGP 24,336.00 (approx. USD 1,253.30).
92. Following this conclusion, the Compensation Fee (USD 40,000.00) due to the Appellant shall be decreased by both USD 1,253.30 (part of the Compensation Fee already paid), but also by hotel expenses agreed by the Parties in the amount of EGP 197,780.00 (i.e., approx. USD 10,185.67). Therefore, the outstanding Compensation Fee, after the necessary reductions, shall actually amount to USD 28.561,03.
93. Based on the foregoing, and after taking into due consideration all the evidence produced and all submissions made by the Parties, the Appealed Decision issued by the DRC must be corrected by taking into account the agreed currency and the sums which have already been paid or not fully reimbursed.
94. Hence, the Club shall pay the Coach the amount of USD 28.561,03 plus 5% interest *per annum* as from 31 January 2023 until the date of effective payment.
95. In the light of the above, all other and further prayers and requests for relief filed by the Parties are dismissed.

**X. COSTS**

(...).

## ON THESE GROUNDS

### The Court of Arbitration for Sport rules that:

1. The appeal filed on 7 August 2023 by Jorvan Vieira against the decision rendered on 20 June 2023 by the Players' Status Chamber of the FIFA Football Tribunal is partially upheld.
2. The decision issued on 20 June 2023 by the Players' Status Chamber of the FIFA Football Tribunal is confirmed with the exception of item 2, which is amended as follows:  
*“The Respondent, ENPPI, must pay to the Claimant USD 28.561,03 as Compensation Fee, plus 5% interest per annum as from 31 January 2023 until the date of effective payment”.*
3. (...).
4. (...).
5. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 11 March 2025

## THE COURT OF ARBITRATION FOR SPORT

Jakub Laskowski  
Sole Arbitrator