



Arbitration CAS 2013/A/3172 Barcelona Sporting Club v. Benito Floro Sanz & Fédération Internationale de Football Association (FIFA), award of 24 March 2014

Panel: Mr Efraim Barak (Israel), President; Mr José Juan Pintó (Spain); Mr Hendrik Kesler (The Netherlands)

Football

Employment contract between a club and a coach

National independent arbitration tribunal guaranteeing fair proceedings

Competence of the FIFA Single Judge

1. **The criteria that must be fulfilled for an arbitration tribunal to be classed as independent and duly constituted under the terms of Article 60 par. 3 lit. c) of the FIFA Statutes are listed in the FIFA Circular letter n° 1010 dated 20 December 2005. The minimum procedural standard comprises the following conditions and principles: (i) principle of parity when constituting the arbitration tribunal; (ii) right to an independent and impartial tribunal; (iii) principle of a fair hearing; (iv) right to contentious proceedings; and (v) principle of equal treatment. Following the general principle that any party claiming a right on the basis of an alleged fact has to carry the burden of proof, it is up to the party contesting jurisdiction of the FIFA body and claiming that the national body meets the relevant prerequisites, to prove the existence of such a body at national level.**

2. **In the absence of any independent arbitration tribunal guaranteeing fair proceedings at the national level and in accordance with Article 22 lit c) of the FIFA Regulations on the Status and Transfer of Players, completed by Circular letter n° 1010 dated 20 December 2005, the FIFA Single Judge is competent to hear international disputes between a club and a coach. This is especially the case where the national football federation's regulations stipulate that the competent national deciding body is competent to hear disputes between a club and a player but not between a club and a coach.**

I. INTRODUCTION

1. This appeal by the football club Sporting Club Barcelona (hereinafter also “the Appellant” or “the Club”) against a decision (hereinafter referred to as “the Decision”) rendered by the Single Judge of the FIFA Player's status Committee (hereinafter referred to as “the Single Judge”) is particular in the sense that the Appellant only contests before CAS the competence of the Single Judge to deal with its case and does not contest the Single Judge's findings on

the merits. The Panel will therefore only address, in the present award, the question whether the Single Judge was competent to deal with the case at hand.

II. THE PARTIES

2. The Appellant is an Ecuadorian football club, affiliated with the Federación Ecuatoriana de Fútbol (“FEF”), which in turn is affiliated with FIFA.
3. Mr Benito Floro Sanz (also referred to as the “First Respondent” or the “Coach”) is a Spanish football coach exercising his activity with a license delivered by the Spanish Football Federation.
4. FIFA is the global governing body of football. It exercises regulatory, supervisory and disciplinary functions over national associations, clubs, officials and players around the world. FIFA is an association established under Swiss law with headquarters in Zurich, Switzerland.

III. FACTUAL BACKGROUND

5. The elements set out below are a summary of the main relevant facts, as established by the Panel on the basis of the written submissions of the Parties, the exhibits filed, as well as the oral pleadings and comments made during the hearing. Additional facts may be set out, where relevant, in the legal considerations of the present award.
6. On 9 January 2009, Mr Floro Sanz and the Club signed an employment agreement valid until 31 December 2010 (the “Employment Agreement”). Annex A of the Employment Agreement established that the Coach would receive a salary of USD 628.000 for the year 2009, which would increase by USD 200.000 for the following year.
7. At the beginning of June 2009 the Club unilaterally terminated the Employment Agreement. In order to regulate the terms of the compensation to be paid to the Coach, the Parties signed an agreement for the termination of the professional services (hereinafter referred to as the “Termination Agreement”) on 23 June 2009, under which the Employment Agreement was terminated and the financial terms of the termination were agreed.
8. Clause 2 of the Termination Agreement established that the Appellant would pay the First Respondent the amount of USD 52.000 upon signing of the Termination Agreement, and seven additional monthly instalments of USD 53.300.
9. Clause 5 of the Termination Agreement stipulated that if the Appellant did not comply with any of the payments agreed in clause 2, the First Respondent would be entitled, in addition to the amounts agreed in the Termination Agreement, to a compensation of USD 252.000.
10. Clause 7 of the Termination Agreement established that the Employment Agreement would cease to bind the parties as of 5 July 2009 and that the competent bodies of the FEF and FIFA

would have jurisdiction in case of any dispute arising from the execution of the Termination Agreement.

11. The Appellant only paid the First Respondent the first amount stipulated in Clause 2 of the Termination Agreement, having therefore defaulted on the additional seven instalments of USD 53.300 each.
12. The First Respondent therefore lodged, on 19 October 2009, a claim before FIFA, requesting the payment of the following amounts:
 - USD 373.100 as payment of the seven unpaid instalments and
 - USD 252.000 as compensation under clause 5 of the Termination Agreement.
13. The Appellant submitted its position to the claim, challenging the competence of FIFA to deal with the matter at stake, arguing *inter alia* that the Camara de Mediacion y Resolucion de Disputas of the FEF (hereinafter referred to as the “CMRD”) was competent to hear the dispute.
14. On 14 November 2012, the Single Judge issued the Decision, declaring himself competent to hear the dispute, and awarding a total amount of USD 625,100 to the First Respondent for breach of contract without just cause by the Appellant.

IV. SUMMARY OF THE ARBITRAL PROCEEDINGS BEFORE THE CAS

15. Following receipt of the Decision, the Appellant filed a Statement of Appeal before the CAS pursuant to Article R47 of the Code of Sports-related Arbitration (the “Code”) on 8 May 2013.
16. On 17 May 2013 the Appellant filed its appeal brief.
17. On 24 May 2013, the Parties were informed that, notwithstanding the Appellant’s request to have the proceedings before CAS conducted in Spanish, and in accordance with Article R29 of the Code, English would be the language of the present proceedings.
18. On 3 July 2013, the Parties were informed that the following persons had been appointed as Arbitrators: Mr Efraim Barak, attorney-at-law in Tel Aviv, Israel, as President of the Panel, sitting with Mr José Juan Pintó, attorney-at-law in Barcelona, Spain, and Mr Hendrik Willem Kesler, attorney-at-law in Enschede, The Netherlands, as Members of the Panel.
19. On 24 July 2013 the Appellant was requested by the Panel to produce, on or before 2 August 2013, the documents that were mentioned and referred to in its appeal brief were not attached to his submission, together with a translation in English.
20. The requested documents were timely filed by the Appellant.
21. The Second and First Respondents filed their answers on 29 August and 2 September 2013, respectively.

22. On 12 September 2013, the First and Second Respondents informed the CAS Court Office that they deemed that a hearing was not necessary in the case at hand and that the Panel should issue an award based solely on the parties' written submissions.
23. In a letter dated 2 August 2013, but received by the CAS Court Office on 17 September 2013, the Appellant requested that a hearing be held in the present matter.
24. On 23 September 2013 the First Respondent reiterated its position as to the fact that a hearing was not necessary in the case at hand.
25. On 27 September 2013 the Parties were informed that the Panel decided to hold a hearing in the present procedure. The dates proposed by the Panel to hold the hearing were 5 November and 2 December 2013.
26. The Parties agreed that the hearing be held on 2 December 2013.
27. On 12 November 2013 the First and Second Respondents signed the Order of Procedure.
28. The Appellant did not sign the Order of Procedure.

V. POSITION OF THE PARTIES

29. The following outline of the Parties' positions is illustrative only and does not necessarily comprise each and every contention put forward by the Parties. The Panel, however, has carefully considered all the submissions made by the Parties, even if no explicit reference has been made in what immediately follows.

A. *Barcelona Sporting Club (Appellant)*

30. The Appellant's position, which is briefly exposed in its appeal brief, is literally the following:

"[...] In Mr Floro's action against Barcelona he has maintain the fact that he considered that FIFA's Dispute Resolution Chamber (DRC) was the organism with jurisdiction to resolve his claim. FIFA's CDR also considered Mr. Floro's allegation to be valid, therefore they resolved the case, dismissing our allegation that the CDR was not competent and did not had jurisdiction over the case, according to the contract signed between Mr. Floro and Barcelona, and the termination agreement they signed to end the relationship.

According to the contract signed by both parties on January 9th, 2009 there is a clause called "JURISDICTION AND COMPETENCE" in Spanish that states the following:

"both parties resign domicile and their own judges and agree to file a mediation stated in article 36 of the Ecuadorian Professional Soccer Players Law".

In the document named "Convenio de Terminacion de Prestación de Servicios Profesionales", which is a document that terminated the above mentioned contract in clause seven both parties agree that jurisdiction will be the organisms created by the Ecuadorian Soccer Federation and the FIFA.

This meant that Mr. Floro resigned domicile and his regional laws in case of any dispute created by breach of contract, a contract that was signed and executed in Ecuador, therefore the dispute had to be filed before the Ecuadorian Soccer Federation.

According to FIFA's Regulation on the Status and Transfer of Players the following are the case they are competent to hear:

"22. Competence of FIFA

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

[...]

*b) employment-related disputes between a club and a player of an international dimension, **unless an independent arbitration tribunal guaranteeing fair proceedings and respecting the principle of equal representation of players and clubs has been established at national level within the framework of the association and/or a collective bargaining agreement:***

c) employment-related disputes between a club or an association and a coach of an international dimension, unless an independent arbitration tribunal guaranteeing fair proceedings at national level;

[...]

I underlined literal b) because there is where FIFA's CDR assures they get jurisdiction, but if we analyse this article, specifically that literal we find ourselves with an exception to the rule, and that is that FIFA's CDR is competent UNLESS there is an independent arbitration tribunal that guarantees a fair proceeding and respecting the principle of equal representation of players and clubs.

The Ecuadorian soccer federation created the Special Arbitration Tribunal according to article 36 of the Ecuadorian Professional Soccer Players Act. The Arbitration is established at a national level and it composed by a delegate named by the player, a delegate named by the club and an impartial delegate named by the soccer federation, this means that the Tribunal fulfils every requirement stated in literal b) of article 22 of the Status and Transfer of Players".

31. The Appellant did not contest the findings of the Single Judge with regard to the substance of the case, i.e. the compensation to be paid to the First Respondent following the breach of contract by the Appellant.

B. *Mr Benito Floro Sanz (First Respondent)*

32. The First Respondent's position is, in substance, the following:

- CAS is competent to hear the dispute, in accordance with article R47 of the Code and articles 66 and 67 of the FIFA Statutes.
- The only contract in force at the time the claim before the Single Judge was lodged was the Termination Agreement.

- The argument put forward by the Appellant, who alleges that the dispute must be resolved by the Special Arbitration Tribunal in accordance with Article 36 of the FEF's regulations must be rejected, as such jurisdiction was established only in the Employment Agreement and not in the Termination Agreement.
- In view of the content of clause 7 of the Termination Agreement, it is evident that the parties expressly recognized the jurisdiction of both FEF **and** FIFA to resolve any dispute, which may arise in relation with the Termination Agreement.
- In any event, the MDRC was never competent to deal with the dispute between the parties in relation to the Termination Agreement. Indeed, in accordance with Article 1 of the MDRC, the latter is competent to hear dispute between a club and a player, related to an employment contract, or between clubs in certain circumstances. The present dispute being between a coach and a club, the MDRC is under no circumstances competent to deal with it.

C. *FIFA (Second Respondent)*

33. FIFA's position is, in substance, the same as the First Respondent's.

VI. THE PARTIES' REQUESTS FOR RELIEF

34. The Appellant's requests for relief are the following:

"Without prejudice to any amendment of the present request for relief that this party reserves the right to make in the Appeal Brief, the Appellant, Barcelona Sporting Club, respectfully requests the CAS to:

1. *Annul the Decision of the FIFA Dispute Resolution Chamber passed on November 14th, 2012, declaring that the FIFA Dispute Resolution Chamber was competent to issue a decision on the dispute between M. Floro and Barcelona Sporting Club.*
2. *Declare that the Mediation and Dispute Resolution Chamber of the Ecuadorian Football Federation was the only competent body to resolve the dispute between the Respondent, Mr. Benito Floro Sanz, and the Appellant, Barcelona Sporting Club.*
3. *To order the respondent(s) to pay the full costs of the present arbitral proceedings.*
4. *To order the respondent(s) to pay a contribution towards Barcelona Sporting Club's legal costs in an amount of 5.000 EUR".*

35. The First Respondent's requests for relief are the following:

"For all the above reasons, Mr. Benito Floro Sanz respectfully requests the Panel to:

1. *Reject the appeal lodged by Barcelona Sporting Club against the Decision of 14 November 2012.*
2. *Confirm the Decision in its entirety.*
3. *Sentence Barcelona Sporting Club to pay the entire costs of the arbitral proceedings before the CAS.*

4. *Sentence Barcelona Sporting Club to pay a contribution towards Mr. Floro's legal fees in the amount of EUR 5.000".*

36. The Second Respondent's requests for relief are the following:

"In the light of all the above considerations, we request for the present appeal against the challenged decision of the Single Judge of the Player's Status Committee dated 14 November 2012 to be rejected and the relevant decision to be confirmed in its entirety. All costs related to the present procedure as well as the legal expenses of the Second Respondent shall be borne by the Appellant".

VII. HEARING

37. A hearing was held on 2 December 2013 starting at 09:30 am at the CAS Headquarters in Lausanne, Switzerland. The following persons attended the hearing:

- For the First Respondent: counsels Ms Marta Pulido Mayoral and Mr Javier Sanz Ortiz.
- For the Second Respondent: Ms Erika Montemor and Mr Patrick Wilson.

38. Although the Appellant had expressly specified that he would be available for the hearing as indicated in its letter dated October 3, 2013 advising that 2 December is the preferable date, the Appellant was neither present, nor represented at the hearing nor did he notify CAS prior to the hearing that he would not be attending.

39. At the beginning of the hearing, the Panel decided to call the Appellant's counsel in order to determine whether he would come to the hearing. After several unsuccessful attempts to reach him over the phone, the Panel decided to wait ten additional minutes, before resuming the hearing. After this additional ten-minute break, at 10:00 am the Panel decided to resume the hearing, without the Appellant's presence, in accordance with Article R44.5 of the Code.

40. The Parties present confirmed that they did not have any objection with regard to the composition of the Panel.

41. The Parties present were afforded the opportunity to present their case, to submit their arguments, and to answer the questions asked by the Panel.

42. The Parties present explicitly agreed at the end of the hearing that their right to be heard and to be treated equally in these arbitration proceedings had been fully observed.

VI. THE ADMISSIBILITY OF THE APPEAL AND CAS JURISDICTION

43. The admissibility of an appeal before CAS shall be examined in light of Article R47 of the Code, which reads as follows:

“An appeal against the decision of a federation, association or sports-related body may be filed with the CAS insofar as the statutes or regulations of the said body so provide or as the parties have concluded a specific arbitration agreement and insofar as the Appellant has exhausted the legal remedies available to him prior to the appeal, in accordance with the statutes or regulations of the said sports-related body”.

44. The same general principle is contained in Article 67 of the FIFA Statutes, which states that:
“Appeals against final decisions passed by FIFA’s legal bodies and against decisions passed by Confederations, Members or Leagues shall be lodged with CAS within 21 days of notification of the decision in question”.
45. The jurisdiction of the CAS to hear this dispute derives from Articles 67 of the FIFA Statutes and was confirmed by the Parties when signing the Order of Procedure. The jurisdiction of the CAS in the present case was not disputed by the Parties.
46. Under Article R57 of the Code, the Panel has the full power to review the facts and the law and may issue a de novo decision superseding, entirely or partially, the appealed one.

VII. APPLICABLE LAW

47. Article R58 of the Code provides that the Panel shall decide the dispute according to the applicable regulations and 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.
48. According to the evidence available in the present proceedings, the Parties have not chosen any particular regulations or rules of law.
49. The Panel therefore decided that the various Regulations of FIFA shall primarily apply to the case at hand and, additionally, Swiss law.

VIII. MERITS

50. The following refers to the substance of the Parties’ allegations and arguments without listing them exhaustively. In its discussion of the case and its findings on the question of jurisdiction which was, as explained, the only issue raised before CAS in the appeals, the Panel has nevertheless examined and taken into account all of the Parties’ allegations, arguments and evidence on record, whether or not expressly referred to in what immediately follows.

A. The competence of the Single Judge

51. The Appellant considers that FIFA’s *“Dispute Resolution Chamber”* was not competent to decide on the claim submitted by the First Respondent against the Appellant, but deems that the CMRD was the competent body that should have adjudicated in the present matter. The

Appellant bases its assumption on clause 12 of the Employment Agreement signed between the Appellant and the First Respondent, according to which:

“En caso de conflicto derivado del cumplimiento de este contrato, las partes renuncian a fuero y domicilio y se someten la instancia de mediación previa que dispone el artículo 36 de la Ley de Futbolista Profesional y posterior arbitraje ante el Tribunal Especial Arbitral de la Federación Ecuatoriana de Fútbol, luego de lo cual y en caso de no existir acuerdo acudirán ante los departamentos y comisiones de la FIFA que consideren pertinentes”.

This can be translated in English, as follows:

“In the event of a conflict derived from the compliance of this agreement, the parties hereby waive their domicile and jurisdiction rights and submit to a process of a prior mediation as provided by article 36 of the Professional Soccer Player Act and a further arbitration before the Special Arbitration Tribunal of the Ecuadorian Soccer Federation, after which and in the event that no agreement is reached, they shall appear before FIFA’s departments and commissions that they deem appropriate”.

52. In addition, the Appellant refers to clause 7 of the Termination Agreement, according to which:

“[...] DECLARACIONES Y JURISDICCION: Con la firma del presente convenio queda terminado en todas sus cláusulas y estipulaciones a partir del 5 de julio de 2009 el anterior contrato de prestación de servicios profesionales suscrito por ambos en enero del presente año 2009 quedando ambas partes totalmente desvinculadas, reconociéndose mutuamente no tener ningún otro compromiso que les obligue emanante de aquel y sometidos a los organismos competentes de la Federación Ecuatoriana de Fútbol y de la FIFA para resolver cualquier conflicto derivado del incumplimiento del presente contrato por cualquiera de las partes [...]”.

This can be translated in English, as follows:

“[...] PRONOUNCEMENTS AND JURISDICTION: Upon the signature of this agreement, it is herein terminated, as of 5 July 2009, all clauses and provisions of the professional services agreement, executed by the parties on January 2009, being both parties completely and fully released of all liabilities there provided, acknowledging reciprocally that they do not have any other binding commitment that such one and submitted to competent entities of the Ecuadorian Soccer Federation and FIFA to solve any conflict derived from the breach of this agreement by any of the parties [...]”.

53. In this respect, and for the sake of good order, the Panel firstly notes that the Decision was taken by the Single Judge and not by the Dispute Resolution Chamber, as incorrectly stated in the Appellant’s appeal.
54. In accordance with Article 22 lit. c) in conjunction with Article 23 par. 3 of the Regulations on the Status and Transfer of Players (hereinafter referred to as the “Regulations”), the FIFA Player’s Status Committee, as well as, under certain circumstances, its Single Judge, is, as a general rule, competent to deal with employment-related disputes between a club and a coach of an international dimension, unless an independent arbitration tribunal guaranteeing fair proceedings exists at national level. This means that if an independent arbitration tribunal

guaranteeing fair proceedings exists at national level, even a dispute between the aforementioned parties that has an international dimension may be referred to the national body, provided that the parties have explicitly chosen the national body by means of a respective agreement on jurisdiction. Yet, in case despite the parties' choice of forum in favour of a national body one of the parties nevertheless refers a possible dispute to the FIFA Player's Status Committee and the counterparty contests the competence of the FIFA body, the FIFA Player's Status Committee would examine if the national body is an independent arbitration tribunal guaranteeing fair proceedings. Should this be the case, the FIFA body should decline its jurisdiction and refer the parties to the national body. However, if the relevant requirements are not met, the FIFA Player's Status Committee should not recognise the jurisdiction of the national body and thus accept its competence to adjudicate in the matter as to the substance.

55. With regard to the present matter, the Panel stresses that the First Respondent has chosen to refer the dispute to the FIFA Player's Status Committee and the Appellant has contested the competence of said FIFA body, arguing that based on clause 12 of the Employment Agreement and Clause 7 of the Termination Agreement, the CMRD was the competent body that should have adjudicated in the present matter. Thus, and as described above, the competent FIFA body had to examine, based on the documents provided, if the CMRD is an independent arbitration tribunal guaranteeing fair proceedings.
56. In this context, it must be proved by the Appellant that the national body meets the minimum procedural standards. In other words and following the general principle that any party claiming a right on the basis of an alleged fact has to carry the burden of proof (Article 12 par. 3 of the Rules Governing the Procedures of the Player's Status Committee and the Dispute Resolution Chamber (hereinafter referred to as the "Procedural Rules"), and Article 8 of the Swiss Civil Code), it is up to the party contesting jurisdiction of the FIFA body and claiming that the national body meets the relevant prerequisites, *in casu* the Appellant, to prove the existence of such a body at national level.
57. The criteria that must be fulfilled for an arbitration tribunal to be classed as independent and duly constituted under the terms of Article 60 par. 3 lit. c) of the FIFA Statutes are listed in the FIFA Circular letter n° 1010 dated 20 December 2005. In this document, FIFA stated *inter alia* the following:

"[...] the terms "independent" and "duly constituted" in accordance with art. 60 par. 3 (c) of the FIFA Statutes require that an arbitration tribunal meet the minimum (international) procedural standard as laid down in several laws and rules of procedure for arbitration tribunals. This minimum procedural standard comprises the following conditions and principles:

- *Principle of parity when constituting the arbitration tribunal [...];*
- *Right to an independent and impartial tribunal [...];*
- *Principle of a fair hearing [...];*
- *Right to contentious proceedings [...];*
- *Principle of equal treatment [...]."*

58. Bearing in mind the above, it has to be concluded that in accordance with Article 12 par. 3 of the Procedural Rules, recalling the principle of the burden of proof, it is for the Appellant, who deems that not the Single Judge, but the CMRD is the competent body that should have adjudicated in the present matter, to provide evidence to demonstrate that the CMRD is in compliance with the minimum procedural standards for an independent arbitration tribunal guaranteeing fair proceedings.
59. In this regard, the Panel notes that the Appellant did not submit, neither before the Single Judge, nor before CAS, any documentation whatsoever, together with its appeal brief, which would establish that the CMRD would have been the competent body to deal with the matter at stake, i.e. that it meets the minimum procedural standards to be considered as an independent arbitration tribunal guaranteeing fair proceedings.
60. Therefore, in view of the Panel's conclusion with regard to the nature of the CMRD, the Panel concludes that FIFA's relevant body was competent to hear the dispute at hand.
61. Notwithstanding the above, and for the sake of good order only, the Panel would like to refer to the "Reglamento de la Cámara de Mediación y Resolución de Disputas de la Federación Ecuatoriana de Fútbol" (hereinafter referred to as the "CMRD Regulations").
62. From the said set of rules, it appears that a national deciding body indeed exists within the FEF, i.e. the CMRD.
63. In this regard, when analysing the respective set of rules, and in particular the rules governing the jurisdiction of the aforesaid national deciding body, the Panel notes that the CMRD is competent to decide on disputes "*entre un club y un jugador [...]*" (in English: "*between a club and a player [...]*") (Art. 1 of the CMRD Regulations).
64. In view of the aforementioned and in the absence of any evidence provided by the Appellant of the contrary, it can be determined that the CMRD is not competent to deal with disputes between a club and a coach.
65. The Panel must therefore conclude that the CMRD would clearly not, in any circumstances, have been competent to hear the dispute between the First Respondent and the Appellant, since such dispute would not have fallen within the jurisdiction of the CMRD.
66. Furthermore, the Panel notes that in any event, by signing the termination agreement the parties cancelled the Employment Agreement and thus in case of a dispute in respect of the termination Agreement (as is the case at stake) there is no relevancy any more to the article on jurisdiction that existed in the Employment Agreement (Art. 12) and the only relevant contractual clause on jurisdiction is Art. 7 of the Termination Agreement. Therefore the attempt of the Appellant to rely on Art. 12 of the Employment Agreement in order to support his arguments on jurisdiction is denied.
67. According to clause 7 of the Termination Agreement the parties are "*[...] sometidos a los organismos competentes de la Federación Ecuatoriana de Fútbol y de la FIFA para resolver cualquier conflicto*

derivado del incumplimiento del presente contrato por cualquiera de las partes [...]” (In English: “[...]subject to the competent bodies of the Ecuadorian Soccer Federation and FIFA to solve any conflict derived from the breach of this agreement by any of the parties [...]” (emphasis added)). Therefore, it can be understood that according to said clause the parties could lodge a claim in front of the competent deciding bodies of the FEF and FIFA. In this context the word “*and*” should be interpreted as establishing an alternative venue and not an accumulated one which has no sense. Therefore, the Panel finds that the respective deciding body of the FEF by no means had the exclusive competence to deal with a dispute arising from the execution of the Termination Agreement.

68. In view of all the above, the Panel concludes that the Single Judge was competent to decide the case and that the Single Judge’s decision in this regard shall be confirmed.

B. *The substance of the case*

69. As seen above, the Appellant did not contest the findings of the Single Judge with regard to the substance of the case, i.e. the compensation to be paid to the First Respondent following the breach of contract by the Appellant.

70. The Panel therefore concludes that the findings of the Single Judge in this regard shall also be confirmed.

IX. CONCLUSION

71. In view of all the above, the Panel concludes that:

- The Appellant could not prove that the CMRD would have been the competent tribunal due to the fact that the latter national deciding body constitutes an independent arbitration tribunal guaranteeing fair proceedings, in accordance with Article 22 lit c) of the Regulations, completed by Circular letter n° 1010 dated 20 December 2005.;
- In the absence of any independent arbitration tribunal guaranteeing fair proceedings at the national level, the Single Judge was competent to hear the present international dispute between a club and a coach;
- In any circumstances, Article 1 of the CMRD Regulation stipulates that the CMRD is competent to hear disputes between a club and a player, which is not the case in the present dispute, the latter being between a club and a coach;
- As the Single Judge was competent to hear the dispute and as the Appellant did not challenge the latter’s conclusion on the substance of the case, the Decision shall be confirmed.

ON THESE GROUNDS

The Court of Arbitration for Sport hereby rules:

1. The appeal filed by Barcelona Sporting Club on 8 May 2013 is dismissed.
2. The decision of the FIFA Single Judge of the Players' Status Committee, dated 14 November 2012, is confirmed.
3. (...).
4. (...).
5. All other requests are dismissed.