Arbitration CAS 2018/A/5586 Club Adanaspor v. Vedran Naglic, award of 16 November 2018

Panel: Prof. Martin Schimke (Germany), President; Mr Efraim Barak (Israel); Mr Mark Hovell (United Kingdom)

Football
Termination of the employment contract with an assistant coach without just cause by the club
Existence of a just cause to immediately terminate an employment contract
Clubs' duty to perform license-related background checks
Contractual parties' reciprocal duties in relation to the issuance of an employee's visa/work permit

1. **Only a particularly severe breach of an employment contract will result in the immediate dismissal of or, conversely, in the employee's immediate abandonment of the employment position. In case of a less serious infringement, an immediate termination is possible only if a party at fault persisted in its breach after having been warned.**

2. **It is the clubs' duty to exercise due diligence prior to the signing of employment contracts with (assistant) coaches, notably regarding their holding of license(s).**

3. **It is generally the employer's duty to take the necessary measures to obtain a visa/work permit for an employee to enter and perform his professional activity in a country. Conversely, a duty exists for employees to comply with all reasonable requests made by their clubs in relation to the issuance of their visas/work permits, such as providing all necessary documents in their possession in order to assist their employers in their relevant applications.**

I. PARTIES

1. Club Adanaspor A.Ş. (the "Appellant" or the "Club") is a professional football club with its registered office in Adana, Turkey. The Club is registered with the Turkish Football Federation (the "TFF"), which in turn is affiliated to the *Fédération Internationale de Football Association* ("FIFA").

2. Mr Vedran Naglic (the "Respondent") is of Croatian nationality. He is a professor of kinesiology with a diploma from the University of Zagreb, and he was hired by the Club to provide services as an "Assistant Coach".

II. FACTUAL BACKGROUND

A. Background facts

3. Below is a summary of the main relevant facts, as established on the basis of the written submissions of the parties, the hearing and the evidence examined in the course of the proceedings. This background information is given for the sole purpose of providing a synopsis of the matter in dispute. Additional facts may be set out, where relevant, in connection with the legal discussion.

4. On 1 September 2016, the Club signed an employment contract with Mr Krunoslav Jurcic as the new head coach of the Club (the "Head Coach") for the next two sporting seasons. The Head Coach put forward to the Club two assistants whom he preferred to work with: Mr Josip Omren-Ceko and the Respondent.

5. Also on 1 September 2016, the Club and the Respondent entered into an employment contract (the "Employment Contract") for a period of two sporting seasons, valid as from 1 September 2016 until 31 May 2018. The Employment Contract contains, *inter alia*, the following relevant terms:

> *"**1. Purposes:***
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> *The purpose of this contract is to nominate the* [Respondent] *as assistant coach of Head Coach (…).*
>
> ***4. Financial Conditions:***
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> ***Season 2016-2017;***
>
> ***a. Salary***
>
> [The Club] *will pay the* [Respondent] *an annual net salary of EUR.90,000 (…) on the date below for the period between 31, September 2016 and May 31, 2017 in nine equal installments (i.e. EUR.10.000). Each monthly salary will be paid no later than 10th days of the following month.*
>
> ***Season 2017-2018;***
>
> ***a. Salary***
>
> *b.* [The Club] *will pay the* [Respondent] *an annual net salary of EUR.100,000 (…) on the date below for the period between 31, August 2017 and May 31, 2018 in twelf* [sic] *equal installments (i.e. EUR.10.000). Each monthly salary will be paid no later than 10th days of the following month.*

Payment of a bonus to the Head coach or to the members of the squad or Club will not be deemed as the [Respondent] *also is entitled to a such payment.*

5. Termination:

The [Respondent] *acknowledges and agrees that he is signing a contract with* [the Club] *as member of the team of Head Coach Mr Krunoslav Jurcic and in case the employment contract of the latter with* [the Club] *is terminated prematurely, whatever may be the reason for such termination, this agreement will be deemed automatically terminated".*

6. On 28 November 2016, the Club unilaterally terminated the Employment Contract by issuing the following letter to the Respondent:

"TERMINATION NOTICE

You are proposed to the Club as the assistant coach by Head Coach Mr Krunoslav Jurcic and the Club is informed by the latter as you are holder of a necessary license. Accordingly [the Club] *and yourself signed an assistant coach agreement valid between 1.9.2016 and 31.5.2016* [sic].

Until today you did not provide the Club with his license and it is understood that you do not have a license, in addition to this you also did not get necessary permission from Turkish authorities for working and staying in Turkey.

Thus and without prejudice to the rights of [the Club] *such as but not limited to claim compensation, reimbursement of amounts paid to yourself until now we hereby terminate the employment contract dated 1.9.2016 with immediate effect".*

7. On 29 November 2016, the then legal representative of the Respondent sent a letter to the Club, informing it, *inter alia*, as follows:

"The Assistant coach shall state that, pursuant to the Employment contract, he did not undertake any obligation to provide any licenses nor to obtain any working permits nor any permission from the Turkish authorities for working and staying in Turkey and that such obligation remained with the Club as an Employer and not with him as an employee.

In continuation, the Assistant coach shall also state that, pursuant to the Employment contract, he only undertook the obligation to be the assistant coach of Head coach Mr. Krunoslav Jurcic and to prepare [the Club's] *football teams to the best of his ability for sportive activities as specified in the article 3. of the Employment contract which obligations the Assistant coach has performed and is willing to continue performing and thus it is evident that the Club terminated the Employment contract without any reason and thus without just cause.*

In this context, the Club is respectfully invited to explicitly confirm (in writing) within next 10 days whether it still remains with the termination of the Employment contact [sic] *(without just cause) and if not, to obtain*

working permit and necessary permission from the Turkish authorities for working and staying of the Assistant coach in Turkey.

Should the Club fail to obtain working permit and necessary permission from the Turkish authorities for working and staying of the Assistant coach in Turkey and/or fail to explicitly confirm (in writing) that it withdraws the termination notice dated 28 November 2016 pursuant to which the Club i.e. terminated the Employment contract of the Assistant coach without just cause, all within next 10 days, the Assistant coach shall be forced to initiate procedures before FIFA PSC due to the Termination of the Employment contract without just cause, to protect his interests".

8. On 27 December 2016, the then legal representative of the Respondent sent a default letter to the Club, stating, *inter alia*, as follows:

"[T]he aforementioned letter has remained unanswered until today which means that the Club had terminated the Employment contract with the Assistant coach without just cause of 28.11.2016.

In addition to the aforementioned, the Club has failed to pay to the Assistant coach salary for period from 1.11.2016 till 28.11.2016 in net amount of EUR 9,333.00 which matured following the letter dated 29 November 2016.

In this context, the Assistant coach requests from the Club to pay him net total of 170.000,00 EUR (…) break-downed as follows:

- *contractual out-standings in net amount EUR 9,333.00, as salary for period from 1 November till 28 November 2016, which matured on 10 December 2016,*

- *compensation in net amount of EUR 160,667.00 (…), as residual value of the remunerations for the period as from 29/11/2016 until 31/5/2018,*

all within next 10 days.

Should the Club fails to fulfill the aforementioned financial obligation within the given deadline, the Player shall be forced to file a claim before FIFA Player's Status Committee (PSC), request the payment of the net total of 170.000,00 EUR (…) and demand the imposition of sporting sanctions against the Club".

9. On 10 June 2017, the Respondent concluded an employment contract with the Slovenian football club FC Olimpija d.o.o. Ljubljana as *"assistant coach"*.

B. Proceedings before the Single Judge of FIFA's Players' Status Committee

10. On 16 January 2017, since the Respondent's letter dated 27 December 2016 remained unanswered, he lodged a claim against the Club before the Single Judge of the Players' Status Committee of FIFA (the "FIFA PSC Single Judge"), requesting payment of EUR 170,000, plus interest at a rate of 5% *p.a.*, as well as sanctions to be imposed against the Club. In

particular, the Respondent argued that the Employment Contract was terminated by the Club without just cause, claiming:

- EUR 9,333 as outstanding remuneration from 1 November to 28 November 2016;

- EUR 160,667 as compensation for breach of contract by the Club corresponding to 16 monthly salaries in the amount of EUR 10,000 each, from 28 November 2016 until 31 May 2018.

11. The Club contested the competence of FIFA and the Respondent's claim in its entirety.

12. On 27 September 2017, the FIFA PSC Single Judge rendered his decision (the "Appealed Decision") with the following operative part:

"1. The claim of the [Respondent] *is admissible.*

2. The claim of the [Respondent] *is partially accepted.*

3. The [Club] *has to pay to the* [Respondent] ***within 30 days*** *as from the date of notification of this decision, the amount of EUR 167,400 as compensation as well as 5% interest p.a. on the said amount as from 16 January 2017 until the date of effective payment.*

4. If the aforementioned sum, plus interest, is not paid within the stated time limit, the present matter shall be submitted, upon request, to FIFA's Disciplinary Committee for consideration and a formal decision.

5. Any further claims lodged by the [Respondent] *are rejected.*

6. The final costs of the proceedings in the amount of CHF 18,000 are to be paid by the [Club] ***within 30 days*** *as from the date of notification of this decision, as follows:*

6.1 The amount of CHF 14,000 has to be paid to FIFA (…).

6.2 The amount of CHF 4,000 has to be paid directly to the [Respondent].

7. The [Respondent] *is directed to inform the* [Club] *immediately and directly of the account number to which the remittances under points 3 and 6.2 above are to be made and to notify the* [FIFA PSC Single Judge] *of every payment received".*

13. On 6 February 2018, the grounds of the Appealed Decision were communicated to the parties determining, *inter alia*, the following:

- With regard to the competence of FIFA, *"the Single Judge considered that the relationship between the* [Respondent] *and the* [Club] *is established as an employment relationship between a coach and a club of an international dimension, which in casu is sufficient for the Players' Status*

Committee or its Single Judge to hear the present matter. Therefore, the Single Judge confirmed that the [Club's] *objection to the competence of FIFA to deal with the present matter had to be rejected and confirmed that the* [Respondent's] *claim was admissible".*

- With regard to the merits, *"the Single Judge remarked that the* [Club]*, for its part, acknowledged having unilaterally terminated the contract. Furthermore, the Single Judge took into account the allegation raised by the* [Club] *according to which it terminated the contract unilaterally with just cause as the* [Respondent] *would not have submitted his diploma, licence and work permit to the latter even though he had been allegedly requested by it to do so.*

- *With the abovementioned considerations in mind, the Single Judge asked himself the question whether the allegation of the* [Club] *could be considered as just cause or not for a unilateral termination of the contract.*

- *In this respect, the Single Judge was eager to outline that as soon as an employment contract is signed between two parties, such as a club and a coach, rights and responsibilities ensue on both sides without being subject to any particular condition. Secondly, the Single Judge referred to the well-established jurisprudence of the Players' Status Committee and emphasised that, as a general rule, it is the club's duty and responsibility to act accordingly in order to obtain, if necessary, a work permit or a visa for its coaches prior to the signing of an employment contract or during its period of validity, in order for coaches to be able to legally enter a particular country and be in a position to render their services to the club.*

- *Furthermore, as to the* [Respondent's] *qualifications, the Single Judge referred to the constant jurisprudence of the Players' Status Committee and emphasised that, a club wishing to employ a coach has to exercise due diligence and carry out all relevant procedures prior to the signing of the employment contract.*

- *In view of the above and as no evidence was provided by the* [Club] *which would confirm that it asked or verified with the* [Respondent] *his qualifications or license, the Single Judge deemed that in casu the* [Club] *failed to provide FIFA with any conclusive evidence in order to establish the circumstances prior to the early termination of the contract.*

- *As a result, considering the legal principle of burden of proof as well as the argumentation and documentation presented by both parties, the Single Judge deemed that the* [Club] *terminated the contract concluded with the* [Respondent] *prior to the natural expiry date of said contract, i.e. on 28 November 2016, by a written notice, without just cause and with immediate effect.*

- *Having said that, the Single Judge was eager to emphasise that only a breach or misconduct which is of a certain severity justifies the termination of a contract without prior warning. In other words, only when there are objective criteria which do not reasonably permit to expect a continuation of the employment relationship between the parties, a contract may be terminated prematurely. A unilateral premature termination of an employment contract can always only be an ultima ratio.*

- *In view of the above, the Single Judge was of the opinion that, despite the undisputed fact that the* [Club] *unilaterally terminated the contract on 28 November 2016, the latter did not allege any valid reason to prematurely terminate the latter and thus, terminated such contract without just cause.*

- *Having established the aforementioned, the Single Judge went on to deal with the consequences of the termination of the contract by the* [Club] *and, in particular, whether the latter should compensate the* [Respondent] *for having terminated the contract prematurely and without just cause.*

  (…)

- *With regard to the compensation payable for the unilateral termination of the contract without just cause, the Single Judge focussed his attention to the content of article 4 lit. a) of the contract, according to which for the season 2016/2017, the* [Respondent] *was entitled to receive from the* [Club] *an annual net salary of EUR 90,000 between "30" September 2016 and 31 May 2017, payable in 9 equal instalments of EUR 10,000 each and no later than the 10th of the following month and for the season 2017/2018, an annual net salary of EUR 100,000 between 31 August 2017 and 31 May 2018, payable in 10 equal instalments of EUR 10,000 each and no later than the "10th" of the following month.*

- *The Single Judge established that the* [Respondent] *was entitled to receive compensation until the original expiration date of the contract, i.e. 31 May 2018. With regard to the amount requested and its calculation, the Single Judge decided that the* [Club] *should, as a consequence, be liable to pay to the* [Respondent] *the salary of November 2016 which should be considered in the present matter as compensation since it fell due on 10 December 2016 only, whereas the termination of the contract occurred on 28 November 2016. In continuation, the Single Judge decided that the* [Respondent] *was entitled to receive from the* [Club] *the total amount of EUR 170,000 as compensation for breach of contract corresponding to the residual value of the contract as from 29 November 2016 until the last day of the contract, i.e. 31 May 2018.*

- *Notwithstanding the above, the Single Judge pointed out that an injured party has an obligation to mitigate the loss he or it might have suffered as a result of the non-fulfilment and/or breach of a contract. In this respect, the Single Judge verified whether the* [Respondent] *had signed an employment contract with another club or association during the relevant period of time, by means of which he would have been enabled to reduce his loss of income. According to the constant practice of the PSC, such remuneration under a new employment contract shall be taken into account in the calculation of the amount of compensation for breach of contract in connection with the coach's general obligation to mitigate his damages.*

- *Indeed, the Single Judge noted that the* [Respondent] *had signed on 1 February 2017 two new employment contracts, both valid until 30 June 2017 and according to which the* [Respondent] *was hired as fitness coach on a part time basis. In accordance with the pertinent contracts, the* [Respondent] *received the total amount of EUR 2,600 corresponding to his remuneration for the period from 1 February 2017 until 30 June 2017.*

- *In view of this, the Single Judge held that the amount of EUR 2,600 should thus be deducted from the residual value of the contract as mentioned above, i.e. EUR 170,000.*

- *In conclusion, the Single Judge decided that the claim of the* [Respondent] *is partially accepted and held that the* [Club] *has to pay to the* [Respondent] *the total amount of EUR 167,400 as compensation for breach of contract and that any further claims lodged by the* [Respondent] *are rejected.*

- *In addition, with regard to the* [Respondent's] *request related to the payment of interest at a rate of 5% p.a. on the amount claimed, the Single Judge decided that the* [Club] *must pay to the* [Respondent] *interest at a rate of 5% p.a. over the amount of EUR 167,400 as from 16 January 2017 until the date of effective payment".*

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

14. On 27 February 2018, the Club filed a Statement of Appeal with the Court of Arbitration for Sport (the "CAS") against the Appealed Decision in accordance with Article R47 and R48 of the 2017 edition of the CAS Code of Sports-related Arbitration (the "CAS Code"). In this submission, the Club requested the CAS Court Office to assign the arbitration to a sole arbitrator.

15. On 7 March 2018, the Respondent informed the CAS Court Office that he did not agree to submit this matter to a sole arbitrator.

16. On 8 March 2018, the CAS Court Office informed the parties that in view of the circumstances of the case, the Deputy President of the CAS Appeals Arbitration Division had decided to submit the procedure to a panel composed of three members.

17. On 9 March 2018, the Club filed its Appeal Brief, in accordance with Article R51 CAS Code. This document contained a statement of facts and legal arguments giving rise to the appeal.

18. On 15 March 2018, the Club nominated Mr Efraim Barak, Attorney-at-Law in Tel Aviv, Israel, as arbitrator.

19. Also on 15 March 2018, FIFA informed the CAS Court Office that it renounced its right to request its possible intervention in the present arbitration proceedings.

20. On 19 March 2018, the Respondent nominated Mr Mark Hovell, Solicitor in Manchester, United Kingdom, as arbitrator.

21. On 29 March 2018, the Club requested the suspension of this procedure to find an amicable solution to the dispute between the parties.

22. On 2 April 2018, the Respondent agreed to a suspension of the procedure, following which the CAS Court Office suspended the proceedings until 30 April 2018.

23. On 9 May 2018, in accordance with Article R54 CAS Code, and on behalf of the President of the CAS Appeals Arbitration Division, the CAS Court Office informed the parties that the arbitral tribunal appointed to decide the present matter was constituted as follows:

    - Prof. Martin Schimke, Attorney-at-Law in Dusseldorf, Germany, as President;

    - Mr Efraim Barak, Attorney-at-Law in Tel Aviv, Israel; and

    - Mr Mark Hovell, Solicitor in Manchester, United Kingdom, as arbitrators.

24. On 21 May 2018, the Club requested the proceedings to be suspended once more in order to find an amicable solution.

25. On 22 May 2018, following the Respondent's agreement to the suspension of the proceedings, the CAS Court Office suspended the proceedings for a further period of 7 days.

26. On 22 May 2018, the CAS Court Office informed the parties that Mr Dennis Koolaard, Attorney-at-Law in Arnhem, the Netherlands, would assist the Panel as *Ad hoc* Clerk.

27. On 24 May 2018, the Club filed its Answer, in accordance with Article R55 CAS Code.

28. On 28 May 2018, the Club informed the CAS Court Office that the parties had failed to find an amicable solution.

29. On 30 May and 4 June 2018 respectively, upon being invited by the CAS Court Office to express their views in this respect, both the Respondent and the Club indicated their preference for a hearing to be held.

30. On 27 June 2018, both the Club and the Respondent returned duly signed copies of the Order of Procedure to the CAS Court Office.

31. On 2 August 2018, the Club requested the hearing scheduled to take place on 7 August 2018 to be postponed because the President of the Club unexpectedly became unavailable.

32. Also on 2 August 2018, the CAS Court Office informed the parties that the hearing scheduled to take place on 7 August 2018 would proceed, unless the Respondent would explicitly agree to postpone the hearing by 3 August 2018 at 11am CET.

33. On 3 August 2018, in the absence of an explicit agreement from the Respondent, the CAS Court Office informed the parties that the hearing scheduled for 7 August 2018 would proceed.

34. On 7 August 2018, a hearing was held in Lausanne, Switzerland. At the outset of the hearing, both parties confirmed not to have any objection as to the constitution and composition of the arbitral tribunal.

35. In addition to the Panel, Mr Antonio de Quesada, Counsel to the CAS, and Mr Dennis Koolaard, *Ad hoc* Clerk, the following persons attended the hearing:

a) For the Club:

1) Mr Bayram Akgül, the Club's President;
2) Mr Kemal Kapulluoglu, Counsel;
3) Mrs Fatma Karakülah, Interpreter

b) For the Respondent:

1) Mr Vedran Naglić, the Respondent;
2) Mr Tomislav Kasalo, Counsel;
3) Mr Hrvoje Raić, Counsel

36. The Panel heard evidence from the Respondent and the Club's President.

37. The Respondent initially also called as a witness Mr Toni Modric, assistant coach responsible for the fitness of the players of Turkish football club Galatasaray. However, the Respondent clarified during the hearing that he only had some questions related to Mr Modric's qualifications, upon which the Club confirmed that Mr Modric's qualifications were not disputed. Upon such acknowledgement, the Respondent declared that it was then not necessary to hear Mr Modric as a witness.

38. The parties had full opportunity to present their case, submit their arguments and answer the questions posed by the members of the Panel.

39. Before the hearing was concluded, both parties expressly stated that they did not have any objection with the procedure adopted by the Panel and that their right to be heard had been respected.

40. The Panel confirms that it carefully heard and took into account in its decision all of the submissions, evidence, and arguments presented by the parties, even if they have not been specifically summarised or referred to in the present arbitral award.

IV. REQUESTS FOR RELIEF

41. The Club submitted the following requests for relief:

"1. To set aside the challenged FIFA Single Judge of the Player's Status Committee decision,

2. To rule that the claim of the Respondent in front of the FIFA is inadmissible,

3. If sub-request (2) is not accepted; to decide that the Appellant terminated the employment contract unilaterally with just cause,

4. *If none of the aforesaid requests are accepted, to deduct the compensation amount and invite the Respondent to submit his existing and/or his new employment contracts that were not filed at the FIFA stage,*

5. *To condemn the Respondent as the only responsible of this trial and to establish that the costs of the arbitration procedure as well as the final costs of the FIFA proceedings shall be borne by the Respondent".*

42. The Respondent submitted the following requests for relief:

"- rejecting all reliefs sought by the Appellant, and

- confirming entirely the challenged decision of the FIFA PSC dated 27 September 2017, and

- ordering the Appellant to pay all of the costs of the proceedings herein and a significant contribution towards the legal fees and other expenses incurred by the Respondent in connection with these proceedings".

V. SUBMISSIONS OF THE PARTIES

43. The submissions of the Club, in essence, may be summarised as follows:

- The Club argues that the Respondent is not a "coach" in the sense of Article 22(c) of the FIFA Regulations on the Status and Transfer of Players (the "FIFA RSTP") and Article 6 of the FIFA Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (the "FIFA Procedural Rules"). Since the Respondent did not have a diploma approved by the football authorities, the respective football-related judicial bodies do not have jurisdiction over the present dispute and the Respondent's claim in front of FIFA was inadmissible.

- The Club, after waiting in good faith for almost three months, was not provided with any diploma by the Respondent. The Respondent later orally confirmed to the Club that he actually did not have the necessary diploma to practice as an assistant coach in UEFA countries, especially in Turkey. The Respondent was subject to the requirements set out in the TFF's regulations, and was therefore required to have an UEFA A License.

- Only the TFF can apply to the Turkish immigration authorities in order to obtain the working permission for foreign football players/coaches. The Club is not authorised to apply for such permission. The TFF needs an employment contract to apply to the Turkish immigration authorities. Since no coaching license was presented by the Respondent, no application could have been made.

- The Respondent acted in bad faith by deceiving the Club about the existence of a necessary coaching license and violated the general legal principle of *nemo auditor*

propriam turpidudinem allegans. The reason for termination of the Employment Contract and the present dispute arise from this deception.

- The reason for terminating the Employment Contract unilaterally is the non-competence of the Respondent to practice as an assistant coach and a loss of trust in him. Additionally, the duration of stay permitted on the Respondent's tourist visa was about to end in a few days. The Club could have been sanctioned by the state authorities pursuant to the relevant national law for recruiting a foreigner without the necessary permission.

- Consequently, the Club did not have any other option but terminating the Employment Contract with just cause on 28 November 2016.

- Additionally, the Club maintains that the compensation granted in the Appealed Decision shall be annulled or at least decreased. The FIFA PSC Single Judge mentioned that the Respondent found new employment and deducted an amount of EUR 2,600 from the compensation awarded. The Club was however not informed about the content and remuneration of these subsequent employment contracts. The Respondent's LinkedIn profile suggests that he has rendered professional services to four different companies, but none of these four contracts have any resemblance with the employment contracts mentioned in the Appealed Decision. As such, there is a certain presumption that the Respondent acted with collusion in order to maximise the compensation amount and continued with his bad faith.

- Furthermore, with reference to CAS jurisprudence, the Club argues that the Respondent, by concluding new contracts with extremely low remunerations, did not mitigate his damages according to his general obligation after the termination of the Employment Contract.

- Finally, the Club argues that the FIFA PSC Single Judge wrongly based the calculation of the compensation on income of the Respondent until 30 June 2017. However, the existing and/or potential incomes that the Respondent would have been entitled to until the expiry date of the Employment Contract (*i.e.* until 31 May 2018) shall be taken into account while calculating the compensation.

44. The submissions of the Respondent, in essence, may be summarised as follows:

- The Respondent maintains that he was never asked by the Club to provide any additional diplomas or UEFA license when signing the Employment Contract and/or following the signature of the Employment Contract. The Club also did not produce any evidence demonstrating that it did anything to obtain such documents from him prior to the termination of the Employment Contract, nor that it ever attempted to obtain working permission for the Respondent from the relevant authorities prior to the termination of the Employment Contract.

- The Club's claim that the FIFA PSC Single Judge did not have jurisdiction is simply wrong. The Employment Contract clearly defines that the Respondent's role was the one of assistant coach to the head coach, clause 7 indicates that the FIFA regulations will be applicable in case of any conflict, and the Respondent held a valid accreditation and was on the bench of the Club's first team during his entire spell with the Club. The jurisdiction of the FIFA PSC Single Judge is furthermore confirmed by jurisprudence of FIFA.

- Prior to the issuance of the Termination Notice, the Club did not mention at all to him that there was a problem in the sense of the Respondent's qualifications. The Respondent further contends that there is no evidence produced by the Club that it tried to obtain or that it asked him for any documents regarding his qualifications. As such, the Club failed to exercise due diligence and to carry out all relevant procedures prior to the signing of the Employment Contract. Reference is made to FIFA PSC jurisprudence in which the FIFA PSC considered that it was the obligation of a football club to verify a coach's qualifications prior to hiring him.

- The Respondent is in any event fully qualified to act as assistant coach as he holds a degree in kinesiology. In this respect, Mr Toni Modric, assistant coach responsible for the fitness of the players of Galatasaray, a Turkish football club competing in the Turkish Super League, holds the same qualifications and has a similar employment contract and has the exact same role as the Respondent without any problem.

- The excerpts of TFF regulations presented by the Club are taken out of context and are undated so that it is not clear when these provisions entered into force.

- In continuation, the Respondent refers to CAS jurisprudence, pursuant to which it is a club's duty to provide for a visa and a work permit. As such, the fact that the Club had failed to obtain visa and working permission for the Respondent cannot in any way constitute a just cause for the unilateral termination of the Employment Contract. The Club failed to prove that it tried to obtain a work permit for the Respondent, let alone that such permission was denied.

- With reference to the reasoning of the Single Judge in the Appealed Decision, the Respondent maintains that he did his best to mitigate his loss by working in two new part time jobs in order to earn as much money as possible, which is not easy for an assistant coach in a foreign country as his employment mainly depends on the employment of the head coaches he is cooperating with.

- Finally, the Respondent states and provided evidence of the fact that he signed a new employment contract as an assistant coach with a Slovenian football club on 10 June 2017, but argues that these earnings should not be taken into account in the sense of mitigation when calculating the amount of compensation due to the Respondent, because the Club *"manifestly and heavily"* breached the Employment Contract, throwing

the Respondent on the street by taking the keys of his apartment in the middle of the football season, and is still continuing its actions in bad faith.

VI. JURISDICTION

45. The jurisdiction of CAS, which is not disputed, derives from Article 58(1) FIFA Statutes (2016 Edition), as it determines that *"[a]ppeals 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"* and Article R47 CAS Code. The jurisdiction of CAS is not contested by the Respondent and is further confirmed by the Order of Procedure duly signed by the parties.

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

VII. ADMISSIBILITY

47. The appeal was filed within the deadline of 21 days set by Article 58(1) FIFA Statutes. The appeal complied with all other requirements of Article R48 CAS Code, including the payment of the CAS Court Office fee.

48. It follows that the appeal is admissible.

VIII. APPLICABLE LAW

49. The Club argues that, pursuant to clause 7 of the Employment Contract, the regulations of FIFA and the TFF are primarily applicable, and that Swiss law applies subsidiarily pursuant to Article 57(2) FIFA Statutes and the jurisprudence of CAS. Moreover, the Club requested the Panel, given the specificity of the present case, to consider the matter *ex aequo et bono*.

50. The Respondent argues that the regulations of FIFA are applicable, and subsidiarily Swiss law. The Respondent however objects to the application of the regulations of the TFF and to the Club's request to consider the matter *ex aequo et bono*.

51. Clause 7 of the Employment Contract provides as follows:

> *"**Disputes:***
>
> *Parties will try their utmost to settle any dispute arising from this contract amicably. In case this cannot be achieved, the Turkish Football Federation and FIFA regulations will govern".*

52. Article R58 CAS Code determines 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".

53. Article 57(2) FIFA Statutes determines the following:

"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".

54. The Panel finds that the various regulations of FIFA are to be applied primarily and, subsidiarily, Swiss law should the need arise to fill a possible gap in the various regulations of FIFA.

55. Importantly, the FIFA Regulations on the Status and Transfer of Players (the "FIFA RSTP") are not directly applicable to the matter at hand because these regulations solely govern international employment relationships between clubs and players, whereas the present case concerns a dispute between a club and an assistant coach (CAS 2008/A/1464 & 1467, para. 24 of the abstract published on the CAS website).

56. In the absence of any regulations of FIFA specifically governing employment relationships between clubs and coaches, in view of clause 7 of the Employment Contract, given that the Article 57(2) FIFA Statutes determines that Swiss law shall be subsidiarily applicable, and in view of the parties' agreement on the subsidiary application of Swiss law in the matter at hand, the Panel resorts to Swiss law in respect of the merits of the case.

IX. PRELIMINARY ISSUE

57. The Respondent argues that, on the basis of Article R57.3 CAS Code, Annex 6 as presented by the Club could be excluded from the file, as the Club could have presented this document in the proceedings before the FIFA PSC Single Judge. The Respondent however specifically states that he *"shall not ask for the aforementioned evidence to be excluded from the file, but only kindly asks the CAS panel to take into account the fact that the said evidence was presented at this stage of the case when deciding on the costs of the proceedings and contribution towards the legal fees and other expenses incurred".*

58. The Panel observes that Annex 6 as presented by the Club is a document relied upon to corroborate the Club's argument that only the TFF can apply to the Turkish immigration authorities in order to obtain a work permit for foreign football players and coaches.

59. Although the Respondent does not explicitly object to the admissibility of this document, the Panel wishes to emphasize that the pertinent document appears to have been issued by the Turkish Ministry of Youth and Sport on 20 October 2011 and is therefore in the public

domain. The Panel does not consider it illegitimate for the Club to rely on such document in the present appeal arbitration proceedings.

X. MERITS

A. The main issues

60. The main issues to be resolved by the Panel are:

i. Was the FIFA PSC Single Judge competent to adjudicate and decide on the Respondent's claim?

ii. If the FIFA PSC Single Judge was competent, did the Club terminate the Employment Contract with just cause?

iii. What are the consequences thereof?

i. Was the FIFA PSC Single Judge competent to adjudicate and decide on the Respondent's claim?

61. Article 6 FIFA Procedural Rules determines as follows:

"Parties are member associations of FIFA, clubs, players, coaches or licensed match agents".

62. Article 22 heading and paragraph (c) FIFA RSTP determine as follows:

"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:

(…)

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 exists at national level".

63. Article 23(1) FIFA RSTP determines as follows:

"The Players' Status Committee shall adjudicate on any of the cases described under article 22 c) and f) as well as on all other disputes arising from the application of these regulations, subject to article 24".

64. The Club maintains that the FIFA PSC was not competent to adjudicate and decide on the Respondent's claim, because he did not have a diploma approved by the football authorities and can therefore not be qualified as a "coach" in the sense of the FIFA RSTP and the FIFA Procedural Rules, whereas the Respondent argues that the Employment Contract defines his role as "assistant coach" and that the FIFA PSC therefore was competent.

65. The Panel observes that the FIFA PSC in its jurisprudence makes a distinction between "assistant coaches" and, for instance, "physical trainers". Whereas it accepts jurisdiction over the former, it denies jurisdiction over the latter. In legal literature, the following justification is put forward by two (former) FIFA employees (adding that the views expressed reflect the personal opinions of the authors and do not necessarily correspond to the official position of FIFA):

> *"As regards coaches, the competent deciding authorities have established a long-standing and constant jurisprudence, according to which the term "coach" needs to be interpreted restrictively and does solely refer to football coaches, including assisting football coaches, however, in particular not to physical trainers. This understanding is based on the fact that it is inherent to the purpose itself of FIFA's existence (cf. Art. 2 of the FIFA Statutes, "Objectives") that the abovementioned enumeration includes only parties that practice an activity that is strictly limited and exclusively related to football. In other words, it goes without saying that the dispute resolution system set up under the auspices of FIFA is clearly limited to parties with a football-specific occupation. There are numerous other activities that are performed within the frame of professional football in order to guarantee for the physical and psychological well-being of footballers, such as the work done by nutritionists, advisors, physiotherapists, spokespersons, mental coaches or physical trainers. And nowadays, the pertinent circle tends to become wider and wider. However, the work of these professionals is not strictly and exclusively related to football and could also be performed within the frame of another sport. Accordingly, their work does not fall within the auspices of and is consequently not in any way supervised by FIFA, as opposed to the work carried out by FIFA in order to improve and further develop the activities of football coaches, e.g. through the organisation of coaching seminars. This is due to the fact that the activity of professional football coaches is, in view of the requirements as to the formation and training they must undergo, strictly limited to football and, moreover and most notably, fundamental to the game of football. In fact, football coaches take, unlike the other aforementioned professionals, a proactive and elementary role in developing and deciding on football strategy and the manner football is effectively played.*
>
> *Equally, it needs to be pointed out that the Players' Status Committee forms part of a private dispute resolution system of a Swiss association, i.e. FIFA, founded in accordance with Art. 60 et seq. of the Swiss Civil Code, the scope of jurisdiction of which is strictly limited to its direct and indirect members and cannot simply be extended to third parties even if these so wish. Likewise, the enforcement of the decisions passed by the pertinent bodies within this dispute resolution system can only be secured as regards direct and indirect members of this association, i.e. not towards third parties. Accordingly, FIFA exclusively has jurisdiction over a very limited range of individuals and institutions which are exhaustively enumerated in Art. 6 par. 1 of the Rules governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber. Since neither in the mentioned article nor in any other statutory provision in any of FIFA's regulations there is a basis to establish FIFA's competence to hear disputes involving physical trainers, the latter are not admitted to proceedings in front of the Players' Status Committee and the Dispute Resolution Chamber (With respect to the admissibility of claims of physical trainers, cf. CAS 2009/A/2000* […]*, where CAS confirmed the approach of the Players' Status Committee)"* (ONGARO/CAVALIERO, Dispute resolution at the Fédération Internationale de Football Association and its judicial bodies, Football Legal # 4, December 2015, p. 51-52).

66. The Panel is therefore put to the task of assessing whether the Respondent's role within the Club can be qualified as "coach" or "assistant coach", as opposed to a "physical trainer".

67. The Panel observes that the Employment Contract defines the Respondent's position as *"assistant coach of Head Coach Mr. Krunoslav Jurcic"*.

68. It was explicitly confirmed by the Respondent during the hearing that he worked for the Club as a fitness coach and that he was in charge of the fitness of the players. The Respondent also stated that he led the warm up of the players before every game and during half time and that he was sometimes on the bench during the matches and sometimes not, depending on the decision of the Head Coach. He also claimed to be involved with the tactics relating to player movements. Whilst he acknowledged that he had worked part time in the past, this was a full time role with the Club.

69. Upon being confronted with the fact that Mr Modric's employment contract referred to Mr Modric as "fitness coach", while the Respondent's contract referred to the Respondent as "assistant coach", the Respondent clarified that they had the same qualifications and that they did the same job. He submitted that he was *"an assistant coach with responsibility for fitness"*.

70. In view of the wording of the Employment Contract, the Panel finds that the presumption shall be that the Respondent indeed fulfilled the role of "assistant coach". However, regardless of such formal denomination, if the evidence on file leads to the conclusion that his role was actually one as a "physical trainer" then the formal denomination is trumped. Indeed, *"if it looks like a duck, swims like a duck, and quacks like a duck, then it probably is a duck"*.

71. Given the Respondent's testimony at the hearing, the Panel finds that there is evidence on file suggesting that the Respondent's function would indeed be more properly denominated as "physical trainer". However, the Respondent also testified that he did not see any difference between the activities of assistant coaches and physical trainers and that football was a specific subject in his kinesiology studies. Counsel for the Respondent argued that the Respondent was responsible for analysing the movement of players and that it would be an insult if it were to be maintained that this had nothing to do with tactics.

72. Although the Panel does not necessarily disagree with the arguments set forth to distinguish between "assistant coaches" and "physical trainers" in the legal doctrine set out above, the Panel notes that such a distinction is not reflected in the various regulations of FIFA and is therefore of limited value. The Panel also finds it difficult to maintain such a "black or white" distinction in practice in the ever evolving and increasingly professionalising football industry. Indeed, although it may have been clear in the past whether someone was a football coach or a non-football coach employed in the football industry, nowadays many "grey" functions exist that do not clearly fall into either the "black" or the "white" category of "assistant coach" or "physical trainer". In this respect, the Panel considers it indicative that the Respondent testified that one subject in his kinesiology studies was specifically dedicated to football. Further, he was not working for more than one club or for other athletes at the same time – he was full time with the Club. While the study of kinesiology in general may not be football-specific, it is difficult to assess the importance of a specific football-related subject in such study and whether or not this should tilt the balance in favour of categorising someone as an "assistant coach" or as a "physical trainer".

73. It is also considered relevant by the Panel that not only the Club qualified the Respondent as an "assistant coach", but that also FC Olimpija d.o.o. Ljubljana qualified him as *"assistant coach"* in their employment contract with the Respondent. Indeed, even in the termination notice sent on 28 November 2016 the Club still refers to the Respondent as an *"assistant coach"*.

74. Indeed, the possibility cannot be excluded that the parties purposefully chose the wording of "assistant coach" in the Employment Contract exactly in order to ensure that any possible future disputes between them would be resolved by the FIFA PSC, rather than by ordinary courts. The Panel wishes to stress that this finding does not indicate that the jurisdiction of the FIFA PSC would necessarily have been precluded in this case in the event that the Employment Contract had referred to the Respondent as something other than "assistant coach", as reflected in its reasoning in paragraph 72 above.

75. Considering all the above-mentioned facts, the Panel is not convinced that the Respondent's role was so generic and detached from football-specific activities that he cannot accurately be regarded as an "assistant coach". The Panel therefore finds that the denomination of "assistant coach" as set out in the Employment Contract shall prevail over any other description.

76. Consequently, the Panel finds that the FIFA PSC Single Judge rightly considered himself competent to adjudicate and decide on the Respondent's claim.

ii. If the FIFA PSC Single Judge was competent, did the Club terminate the Employment Contract with just cause?

77. It is not in dispute between the parties that the Employment Contract was terminated by means of the Club's letter dated 28 November 2016. However, whereas the Club maintains that it had just cause to terminate the Employment Contract prematurely, the Respondent maintains that the Club did not have just cause to do so.

78. As to the assessment of whether the Club terminated the Employment Contract with just cause, the Panel finds that the fact that the FIFA RSTP are not directly applicable in the present proceedings is of no material relevance, as the term "just cause" set forth in Article 14 FIFA RSTP, is consistently interpreted by CAS Panels through Article 337(2) of the Swiss Code of Obligations (SCO), which is directly applicable in the matter at hand.

79. Article 14 FIFA RSTP determines as follows:

> *"A contract may be terminated by either party without consequences of any kind (either payment of compensation or imposition of sporting sanctions) where there is just cause"*.

80. Article 337(1) and (2) SCO determine as follows:

"1. Both employer and employee may terminate the employment relationship with immediate effect at any time for good cause; the party doing so must give his reasons in writing at the other party's request.

2. In particular, good cause is any circumstance which renders the continuation of the employment relationship in good faith unconscionable for the party giving notice".

81. CAS jurisprudence determines the following in this respect:

> *"*[It] *follows from the jurisprudence of the Swiss Federal Tribunal that only a particularly severe breach of an employment contract will result in the immediate dismissal of or, conversely, in the immediate abandonment of the employment position by the employee. Instead, in the presence of a less serious infringement, an immediate termination is possible only if the party at fault persisted in its breach after having been warned"* (CAS 2017/A/5111, para. 103 of the abstract published on the CAS website, with further reference to SFT 129 III 380, para 2.2).

82. Although the Club submits that it requested the Respondent several times to provide it with his diploma, there is no evidence of any such requests on file, besides the testimony of the Club's President.

83. The Employment Contract does not indicate that the holding of an appropriate diploma was required, or that the absence thereof would justify the termination of the employment relationship by the Club.

84. In any event, the Panel adheres to the reasoning of the FIFA PSC Single Judge insofar as he argued that the Club would have had to exercise due diligence prior to the signing of the Employment Contract and that there is no evidence on file suggesting that the Club asked the Respondent about his qualifications at this stage, let alone that the Respondent assured the Club that he indeed held the relevant diploma:

> *"Furthermore, as to the* [Respondent's] *qualifications, the Single Judge referred to the constant jurisprudence of the Players' Status Committee and emphasised that, a club wishing to employ a coach has to exercise due diligence and carry out all relevant procedures prior to the signing of the employment contract.*
>
> *In view of the above and as no evidence was provided by the* [Club] *which would confirm that it asked or verified with the* [Respondent] *his qualifications or license, the Single Judge deemed that in casu the* [Club] *failed to provide FIFA with any conclusive evidence in order to establish the circumstances prior to the early termination of the contract".*

85. The Panel finds that no evidence was presented by the Club in the present appeal arbitration proceedings that would justify a different conclusion than the one drawn by the FIFA PSC Single Judge in the Appealed Decision in this respect.

86. The same applies for the Club's contention that the Respondent failed to provide his passport so that the Club could apply for a visa. Again, besides the contention of the Club's President in this respect, there is no evidence on file suggesting that the Club ever made such request, notwithstanding the fact that CAS jurisprudence has held that *"it is generally the employer's duty to take the necessary measures to obtain a work permit or a visa for an employee to enter and perform his professional activity in a particular country"* (CAS 2009/A/1838 at no. 53). Moreover, *"an employment contract is not void just because the employee does not have a valid authorization to work due to his citizenship status"* (CAS 2009/A/1838 at no. 42).

87. The Panel recognises that whilst the primary burden in this instance was therefore on the Club to take the necessary steps to obtain a work permit and visa for the Respondent in order for him to fulfil his duties under the Employment Contract, there was also a duty on the Respondent to comply with all reasonable requests made by the Club in this regard, such as providing all necessary documentation in his possession in order to assist the Club in its relevant applications.

88. Since the Club relies on the Respondent's alleged failure to comply with such reasonable requests in terminating the Employment Contract, the Panel finds the Club is required in this instance to establish that such requests were indeed made. Normally only written requests will suffice in this regard, as oral requests (if it can indeed be proven that such an oral request was made in the first place) can hardly provide the requisite certainty that such requests were or should have been well-understood by the addressee. Indeed, in light of the CAS jurisprudence mentioned above, it would not only have to be proven that a request was made, but also that the Club warned the Respondent about the consequences of a failure to comply with such request (*i.e.* that the Club would proceed with the termination of the Employment Contract in the event that he did not provide the documents requested).

89. The Panel finds that the Club failed to satisfy its burden of proof in this respect.

90. In light of the above conclusions, the Panel finds that the Respondent cannot be reproached for not complying with the Club's requests, let alone that such failure would constitute such a severe infringement as to justify an immediate termination of the employment relationship.

91. Consequently, the Panel finds that the Club did not have just cause to terminate the Employment Contract.

iii. What are the consequences thereof?

92. Article 337c SCO provides for the consequences of terminating an employment contract without just cause:

> *"1. Where the employer dismisses the employee with immediate effect without good cause, the employee is entitled to damages in the amount he would have earned had the employment relationship ended after the required notice period or on expiry of its agreed duration.*

2. *Such damages are reduced by any amounts that the employee saved as a result of the termination of the employment relationship or that he earned by performing other work or would have earned had he not intentionally foregone such work.*

3. *The court may order the employer to pay the employee an amount of compensation determined at the court's discretion taking due account of all circumstances; however, compensation may not exceed the equivalent of six months' salary for the employee".*

93. In the absence of a notice period or some sort of liquidated damages clause in the Employment Contract, the Panel finds that the Respondent is in principle entitled to the amount of salary he would have earned had the employment relationship not been prematurely terminated without good cause by the Club.

94. The Employment Contract was terminated on 28 November 2016 and given that the Employment Contract was set to expire on 31 May 2018, that the only salaries paid by the Club to the Respondent were the September and October 2016 salaries and that the Respondent was entitled to EUR 90,000 in nine instalments during the first season, and to EUR 100,000 in ten instalments[1] during the second season, the Panel finds that the Coach is in principle entitled to an amount of EUR 170,000 net as compensation for the Club's unjust termination of the employment relationship.

95. It remained undisputed between the parties that the Respondent earned an amount of EUR 2,600 as fitness coach on a part time basis during the period between the termination and the intended date of expiry of the Employment Contract. In accordance with Article 337c(2) SCO, the compensation to be awarded to the Respondent is therefore to be reduced to EUR 167,400 net (EUR 170,000 -/- EUR 2,600).

96. Furthermore, the Respondent indicated that he signed a new employment contract with the Slovenian football club FC Olimpija d.o.o. Ljubljana on 10 June 2017, *i.e.* after the Respondent informed the FIFA PSC of his employment up until April 2017. The salary earned by the Respondent under this employment relationship could therefore not have been taken into account by the FIFA PSC Single Judge in the Appealed Decision.

97. In light of the *de novo* competence of the Panel set out in Article R57 CAS Code, pursuant to which *"the Panel has full power to review the facts and the law"*, the Panel finds that these new circumstances should be taken into account.

98. According to this employment contract, the Respondent is entitled to a salary of EUR 2,930 gross per month. In view of the fact that the Respondent was only employed for 20 days in June 2017, the Respondent was entitled to receive a total amount of EUR 34,183 gross (11 x EUR 2,930 + 2/3 x EUR 2,930) over the period until and including May 2018.

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1 The Panel considers the reference to twelve instalments in clause 4 of the Employment Contract to be a clear typographic mistake. Indeed, the annual net salary is EUR 100,000 and the period between 31 August 2017 and 31 May 2018 comprises 10 months, which coincides with instalments of EUR 10,000.

99. The Panel is not convinced by the arguments and evidence presented by the Club supposedly corroborating the allegation that the Respondent found new employment with other companies following the termination until the originally intended natural date of expiration of the Employment Contract, besides the above-mentioned employment with FC Olimpija d.o.o. Ljubljana, because it is not established that the Respondent received any salary from these companies. Besides, the Panel observes that the abstract of the LinkedIn profile of the Respondent relied upon in this respect suggests that the Respondent was already active for the "Faculty of Kinesiology of the University of Zagreb", the company "Biotrening" and the "Croatian Physical Conditioning Coaches Association" prior to and during his employment by the Club. As a consequence, such employment, if any, cannot be seen as a mitigation of the Respondent's damages caused by the premature termination of the Employment Contract.

100. The Panel also considers that the Club's argument that the Respondent failed to mitigate his damages must fail. The Panel finds that the Respondent clearly complied with his duty, in particular by accepting to be employed by FC Olimpija d.o.o. Ljubljana, thereby mitigating his damages with EUR 34,183 gross. In the Panel's view this is not such a drastic reduction of the Respondent's salary in comparison to his salary with the Club so as to warrant the conclusion that he failed to appropriately mitigate his damages.

101. Unfortunately, the Panel was not provided with any details on the Respondent's tax obligations, as a consequence of which the Panel is not put in a position to "gross up" the net amount or "net down" the gross amount. The Panel can therefore not be more specific than determining that the Respondent is entitled to receive from the Club compensation in an amount of EUR 167,400 net, minus EUR 34,183 gross.

102. Finally, since the interest rate and the commencement date of the interest as set out in the Appealed Decision are not disputed, the Panel confirms that interest at a rate of 5% *per annum* shall be paid over the due amount as from 16 January 2017.

B. Conclusion

103. Based on the foregoing, the Panel finds that:

i) The FIFA PSC Single Judge rightly considered himself competent to adjudicate and decide on the Respondent's claim;

ii) The Club did not have just cause to terminate the Employment Contract; and

iii) The Respondent is entitled to receive compensation from the Club for unjust termination of the Employment Contract in an amount of EUR 167,400 net, minus EUR 34,183 gross, plus 5% interest *per annum* as from 16 January 2017.

104. All other and further motions or prayers for relief are dismissed.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 27 February 2018 by Club Adanaspor A.Ş, against the decision issued on 27 September 2017 by the Single Judge of the Players' Status Committee of the *Fédération Internationale de Football Association* is partially upheld.

2. The decision issued on 27 September 2017 by the Single Judge of the Players' Status Committee of the *Fédération Internationale de Football Association* is confirmed, save for para. 3 of the operative part, which shall read as follows:

   Club Adanaspor A.Ş. has to pay to Mr Vedran Naglic ***within 30 days*** *as from the date of notification of this decision, the amount of EUR 167,400 net, minus the amount of EUR 34,183 gross, as compensation, as well as 5% interest p.a. on the said amount as from 16 January 2017 until the date of effective payment.*

3. (…).

4. (…).

5. All other and further motions or prayers for relief are dismissed.