Arbitration CAS 2012/A/2896 Perspolis (Piroozi) Athletic and Cultural Club v. Fédération Internationale de Football Association (FIFA) & Eduardo Manuel Martinho Vingada, award of 31 January 2013

Panel: Mr Hendrik Willem Kesler (The Netherlands), Sole Arbitrator

Football
Contract of employment between a club and a coach
Jurisdiction of FIFA to hear employment disputes
Termination of contract with just cause

1. **In order to have the jurisdiction of FIFA set aside it would be necessary to evidence that the competent bodies of the national football federation, validly chosen by the parties, offered the guarantees provided by article 22 (c) of the FIFA Regulations, namely fair proceedings and the respect of the principle of equal representation of players and clubs. Absent any evidence in this respect, FIFA is competent to hear employment-related disputes of an international dimension.**

2. **If a contract of employment can be terminated on the basis of said contract, because of the default of the employer – non fulfilled payments – notified by the employee to the employer in due time, such termination by the employee can only be considered as being with just cause.**

I. THE PARTIES

1. Perspolis (Piroozi) Athletic and Cultural Club (hereinafter: the "Appellant" or "Perspolis") is a football club with its registered office in Tehran, Iran. Perspolis is registered with the Football Federation of Iran (hereinafter: "FFI"), which in turn is affiliated to the Fédération Internationale de Football Association (hereinafter: "FIFA").

2. The Fédération Internationale de Football Association (hereinafter: the "First Respondent" or "FIFA") is the international federation governing the sport of football at worldwide level. FIFA is based in Zurich, Switzerland.

3. Mr Eduardo Manuel Martinho Vingada (hereinafter: the "Second Respondent" or "Mr Vingada") is a professional football coach from Portugal.

II. FACTUAL BACKGROUND

4. Below is a summary of the main relevant facts, as established on the basis of the written submissions of the parties. This background is made 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.

5. On 3 February 2009, the Appellant and the Second Respondent concluded an employment contract (hereinafter: the "Contract"), valid from the date of signing until the end of the 2009-2010 season of the Iranian professional football league, *i.e.* a period of 17 months.

6. The Contract contains the following relevant provisions for the case at hand:

- Article 6-13*: "The total amount of the contract which is USD 1,200,00"* that will be paid as below mentioned:
  - 6-13-1: 400,000 US Dollars for the beginning of the contract until 30 June 2009 as follows:
  - 6-13-1-1: 200,000 US Dollars in cash at the time of signing of the contract
  - 6-13-1-2: 100,000 US Dollars on 1st of April 2009
  - 6-13-1-3: 100,000 US Dollars on 1st of June 2009
- 6-13-2: 800,000 US Dollars for the following year of the contract (which begins from 1 July 2009 until 1 July 2010) provided that the parties do not wish to use article 8 of the contract, as follows:
  - 6-13-2-1: 320,000 US Dollars on 1 July 2009
  - 6-13-2-2: 160,000 US Dollars on 1 October 2009
  - 6-13-2-3: 160,000 US Dollars on 1 January 2010
  - 6-13-2-4: 160,000 US Dollars on 1 April 2010
- Article 6-14: *"All the payments shall be paid to the Head Coach by the Club on time and if the club delays more than 25 days from the due time of each payment, it will be deemed as the termination of the contract by the Club and the Club shall pay the compensation amount mentioned in article 8-2 of the contract to the Head Coach. In this case, the Head Coach is allowed not to attend the trainings and sign contract with other clubs".*
- Article 7-5: *"In case of qualifying from the group stage of the Asian Champions League in 2008 – 2009 season, the Head Coach will receive 30,000 US Dollars as bonus".*
- Article 8-1: *"Each party is entitled to inform, in writing, the other party of his decision for terminating the contract unilaterally from 25th of June, 2009 until 30th of June, 2009 and in this case the party who wishes to terminate the contract shall not pay compensations to the other party. Otherwise, the contract will automatically go through the following 12 months from 1st of July, 2009 under the terms and conditions of this contract".*

- Article 8-2: *"If any of the parties wishes to terminate the contract unilaterally before or after the time mentioned in article 8-1, that party should pay the amount equal to 2 months of the Head Coach's salary (which is 70,588 US Dollar per month) to the other party".*
- Article 9-5: *"In case of any disputes, the matter will be considered in the disciplinary committee of the Football Federation of Iran and in case each of the parties' protest, the issue will be taken to FIFA".*

7. On 29 May 2009, the Second Respondent addressed a letter to the Appellant in which he was *"informing and confirming the respectable President and Board, about the termination of the contract according to article 6-14, and payment of the compensation according to article 8-2".*

8. Also in that particular letter, the Second Respondent reminded the Appellant that next 1st June 2009 another payment according to the article 6-13-1-3 must be made.

9. On 27 July 2009, the Second Respondent lodged a claim with FIFA against the Appellant for having failed to comply with its contractual obligations towards him.

III. PROCEDURE BEFORE THE SINGLE JUDGE OF THE PLAYERS' STATUS COMMITTEE OF FIFA

10. On 27 July 2009, Mr Vingada lodged a claim in front of FIFA against Perspolis for having failed to comply with its contractual obligations.

11. In his letter to FIFA Mr Vingada requested FIFA to condemn Perspolis to pay him the amount of USD 371,176 corresponding to:

- *"Payment of April, article 6-13-1-2*	*100,000 US Dollars*
- *Payment of June, article 6-13-1-3*	*100,000 US Dollars*
- *Payment bonus Asia Champ. League, article 7-5*	*30,000 US Dollars*
- *Payment of 2 months salaries as compensation, Articles 8-1 and 8-2*	*141,176 US Dollars".*

12. On 11 August 2010, Perspolis responded to the claim of Mr Vingada and, first of all, argued that the present dispute should be referred to the Iran Football Federation in accordance with what was stipulated in article 9-5 of the Contract.

13. On 30 January 2012, the Single Judge of the Players' Status Committee of FIFA (hereinafter: the "Single Judge") rendered his decision (hereinafter: the "Decision") accepting the claim of Mr Vingada in full.

14. The grounds of the Decision were notified to the FFI by fax dated 16 July 2012 and to Mr Vingada by a fax dated 12 July 2012.

IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

15. On 9 August 2012, the Appellant filed its Statement of Appeal.

16. On 17 August 2012, the Appellant filed its Appeal Brief in accordance with Article R51 of the Code of Sports-related Arbitration (hereinafter: the "CAS Code").

17. On 3 September 2012, the CAS Court Office informed the Parties, that pursuant to Article R50 of the CAS Code, the Deputy President of the CAS Appeals Arbitration Division decided that a Sole Arbitrator shall be appointed in the case at hand.

18. On 9 October 2012, the First Respondent requested CAS that the Second Respondent should be joined as a party to the present procedure, in accordance with Articles R54 and R41.2 of the CAS Code.

19. On 12 October 2012, the parties were advised that the Panel responsible for the present proceedings had been constituted and that Mr Hendrik Willem Kesler, attorney-at-law in Enschede, the Netherlands, had been appointed by the Deputy President of the CAS Appeals Arbitration Division as Sole Arbitrator.

20. The parties did not raise any objections to the constitution of the Panel.

21. On 15 October 2012, the Appellant objected to the joinder of the Second Respondent.

22. On 22 October 2012, the Second Respondent indicated that he accepted to be joined in the present proceedings.

23. In accordance with Article R55 of the CAS Code, on 22 October 2012, FIFA filed its Answer.

24. On 29 October 2012, the Sole Arbitrator decided to grant FIFA's request that the Second Respondent be joined in the present proceedings and granted him a deadline to file his submission.

25. On 7 November 2012, the Second Respondent filed his submission with CAS.

26. All parties informed the CAS Court Office that a hearing should not be held and that an award could be rendered on the basis of the written submissions only. The Sole Arbitrator decided to follow the parties' wishes and to render an Award on the sole basis of the written submissions.

27. On 4 December 2012, the Second Respondent returned a duly signed Order of Procedure. The Appellant and the First Respondent returned duly signed Orders of Procedure on 10 December 2012. In particular, the parties confirmed that the Sole Arbitrator may decide this matter based on the written submissions and that their right to be heard had been respected.

V. SUBMISSIONS OF THE PARTIES

28. The following outline of the parties' positions is illustrative only and does not necessarily encompass every contention put forward by them. However, the Sole Arbitrator has carefully considered all the submissions made by the parties, even if there is no specific reference to those submissions in the following summaries.

A. The Appellant's Submission

29. The submission of Perspolis, in essence, may be summarised as follows:

- The Appellant submits that given the existence of a written agreement of the parties to the Contract on the referral of any dispute to the FFI, the Decision of the Single Judge of the Players' Status Committee on 30 January 2012 was issued by a body (the FIFA Players' Status Committee) which did not have jurisdiction and shall therefore be annulled.
- To underline its submission on the lack of jurisdiction from FIFA's body, the Appellant refers to article 9-5 of the Contract of 3 February 2009.
- The Appellant refers furthermore to the existence of an independent and impartial tribunal, *in casu* the Disciplinary Committee of the FFI and that FIFA should only be considered as the appellate body for decisions issued by the said national Disciplinary Committee.
- Should the Sole Arbitrator consider that FIFA indeed had jurisdiction to decide the present dispute, the Appellant considered that the Single Judge of the Players' Status Committee erred in assessing the Second Respondent's claim. The Appellant's argument in this respect will be, if necessary, developed in the merits' section of the present Award.

B. The First Respondent's Submission

30. The submission of FIFA, in essence, may be summarised as follows:

- According to the FIFA Regulations on the Status and Transfer of Players (hereinafter: the "FIFA Regulations"), the Single Judge was competent to deal with the case. In accordance with article 22 lit. c in conjunction with article 23 para. 3 of the foresaid FIFA Regulations, the FIFA Players' 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 existing at international level.
- FIFA considers that the Appellant did not succeed to prove that the Disciplinary Committee of the FFI was such a competent national body, meeting the minimum procedural standards to establish that it is an independent arbitration tribunal guaranteeing fair proceedings.

- Finally, FIFA submits that the Single Judge has not misinterpreted the termination of the contract by the Second Respondent, because it was undisputed and acknowledged by the Appellant that the payments to the Coach were delayed for more than 25 days. Therefore the termination clause in article 6-14 in connection with article 8-2 of the Contract came into force.

C. The Second Respondent's Submission

31. The submission of Mr Vingada, in essence, may be summarised as follows:

- The Second Respondent kindly requests the Sole Arbitrator to take a decision in accordance with the information received from FIFA in this procedure, just in order to collect the amounts according to the Contract.

VI. DISCUSSION

A. Jurisdiction

32. The jurisdiction of CAS, which is not disputed, derives from article 67 (1) of the FIFA Statutes providing: *"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"* and Article R47 of the CAS Code. The jurisdiction of CAS is further confirmed by the Order of Procedure duly signed by the Parties.

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

34. Under Article R57 of the CAS Code, the Sole Arbitrator has full power to review the facts and the law and may issue a new decision which replaces the decision challenged.

B. Applicable Law

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

"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. In the latter case, the Panel shall give reasons for its decision".

36. The Sole Arbitrator notes that article 66 (2) FIFA Statutes provides the following:

"The provision 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".

37. In the Contract, the Appellant and the Second Respondent agreed to the application of the various regulations of FIFA and thus, subsidiarily, to the application of Swiss law.

38. The Sole Arbitrator is therefore satisfied to accept the subsidiary application of Swiss law, should the need arise to fill a possible gap in the various regulations of FIFA.

39. Moreover, the Appellant refers to the application of article 67(1) of the FIFA Statutes (2012) as well as article 23(3) of the FIFA Regulations (2008) and also article 16 (13) of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber.

C. Admissibility

40. The Appeal was filed within the deadline of 21 days set by article 67(1) of the FIFA Statutes.

41. The Appeal complied with all other requirements of Article R48 of the CAS Code, including the payment of the CAS Court Office fee.

42. It follows that the Appeal is admissible.

VII. LEGAL DISCUSSION

A. Incidents / Procedural Motions

43. On 29 October 2012, the Sole Arbitrator decided to grant FIFA's request that Mr Vingada be joined in the present proceedings and granted him a deadline to file his submission.

44. The Sole Arbitrator is of the opinion that the request of FIFA met the conditions of Article R41.2 of the CAS Code and was well-founded. In this case, the Single Judge rendered its Decision in a case between two parties, Perspolis and Mr Vingada.

45. On the basis of the Decision, Mr Vingada obtained a legal (financial) position.

46. The Appellant, however, decided not to involve Mr Vingada as a party in the appeal proceedings, but only FIFA, as the body that rendered the contested Decision.

47. The principles of a fair trial could be seriously violated if the Sole Arbitrator would not allow Mr Vingada to express his views in the present procedure.

48. If the Sole Arbitrator would conclude that the Appeal should be upheld on the basis that FIFA was not competent to deal with the dispute between the Appellant and Mr Vingada, the latter would be forced to start proceedings in Iran in order to get a judgement about his contractual rights.

49. In the event that the Sole Arbitrator might come to the conclusion that FIFA had jurisdiction, he has to render an Award which would have obvious consequences on Mr Vingada.

50. The Sole Arbitrator finally concludes that by joining Mr Vingada as a party to the present proceedings, no rights of the Appellant are violated or harmed.

B. Main Issues

51. The main issues to be resolved by the Sole Arbitrator are:

    1. *Did the Single Judge of the FIFA Players' Status Committee have jurisdiction to rule on the claim lodged by Mr Vingada in front of FIFA?*
    2. *In case the question under 1. is answered affirmatively, the next question is whether the contract had been validly terminated by Mr Vingada?*
    3. *In case the question under 2. is answered affirmatively, is any compensation to be paid the Appellant, and, if so, to what extend?*

a) Did the Single Judge of the FIFA Players' and Status Committee have jurisdiction to rule on the claim lodged by Mr Vingada?

52. The Appellant submits that the Single Judge had no jurisdiction, referring to article 9-5 of the Contract, which reads as follows:

    "In case of any disputes, the matter will be considered in the disciplinary committee of the Football Federation of Iran and in case of the parties' protest, the issue will be taken to FIFA".

53. The Appellant submits that Disciplinary Committee of the FFI has exclusive jurisdiction to settle the case. In the present case, it is undisputed that the matter at stake is an employment-related dispute between a club and a coach, of an international dimension. The Club however submits that FIFA was not competent to hear the dispute because the parties would have chosen another body to settle their case.

54. In that respect, as pointed out by the Appellant in the Appeal Brief, the relevant provision is article 22 (b) of the 2008 edition of the FIFA Regulations. This provision provides that FIFA is competent to hear *"employment-related disputes between a club and a player of an international dimension, unless an independent arbitration tribunal guaranteeing fair proceedings and respecting the principles of equal representation of the player and the clubs has been established at an national level within the frame work of the association and / or a collective bargaining agreement".*

55. In the view of the Sole Arbitrator, in order to successfully challenge the jurisdiction of FIFA, it is insufficient to submit that the parties could have validly chosen another body to settle their case. The wording of article 22 (c) of the FIFA Regulations is clear in saying that the jurisdiction of FIFA can only be waived in favour of the alternative jurisdiction of another body, where that other body is deemed to be *"an independent arbitration tribunal guaranteeing fair proceedings and respecting the principles of equal representation of the player and the clubs has been established at an national level within the frame work of the association and / or a collective bargaining agreement".*

56. In the present case, the submissions of the Appellant are limited to assert that the parties are bound by article 9-5 of the Contract, *i.e.* the Disciplinary Committee of the Football Federation of Iran.

57. The First Respondent was obviously aware of the content of article 22 (c) of the FIFA Regulations and asked the Appellant (with copy to the Iran Football Federation) during the procedure in front of FIFA – by letter dated 9 Augustus 2011 – to provide FIFA with official Statutes or Regulations of the said tribunal. *"Documentation, explaining how the tribunal functions, is composed and how it gets together in order to adjudicate on a particular case"*.

58. In the same letter, FIFA referred to *"Article 12 par. 3 of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber, according to which, any party deriving a right from an alleged fact shall carry the burden of proof"*.

59. The only regulations the Appellant brought forward was the Disciplinary bylaws of the FFI that entered into force on 22 November 2009.

60. In its Appeal Brief, the Appellant did refer to former versions (2007 and 2008) of such bylaws. However, the Appellant failed to produce these documents before FIFA and in the present arbitration proceedings.

61. In order to have the jurisdiction of FIFA set aside it would be necessary to evidence that the competent bodies of the Iran Football Federation, validly chosen by the parties, offered the guarantees provided by article 22 (c) of the FIFA Regulations, namely fair proceedings and the respect of the principle of equal representation of players and clubs.

62. As the Appellant, in the present case, did not provide FIFA with the applicable documentation, as asked by the latter, the mandatory criteria of article 22 (c) of the FIFA Regulations have not been met.

63. In light of the above, the Sole Arbitrator is of the opinion that the Decision of the Single Judge of FIFA on the question of his jurisdiction was correct and justified.

64. In view of this conclusion, the next issue to be addressed is whether the contract had been validly terminated by Mr Vingada.

b) Did Mr Vingada terminate the Contract with just cause?

65. The Sole Arbitrator has to analyse whether the Contract has been validly terminated by the Second Respondent.

66. The Sole Arbitrator considers in the case at hand the Contract of 3 February 2009 as the only directive in his decision on termination and fixation of compensation payments, including unpaid salaries.

67. The relevant articles in the foresaid Contract are article 6-14, article 8-1 and article 8-2.

68. Article 6-14 reads as follows:

"All the payments shall be paid to the Head Coach by the Club on time and if the club delays more than 25 days from the due time of each payment, it will be deemed as the termination of the contract by the Club and the Club shall pay the compensation amount mentioned in article 8-2 of the contract to the Head Coach".

69. Article 8-1 reads as follows:

"Each party is entitled to inform, in writing, the other party of his decision for terminating the contract unilaterally from 25th of June, 2009 until 30th of June, 2009 and in this case the party who wishes to terminate the contract shall not pay compensation to the other party. Otherwise, the contract will automatically go through the following 12 months from 1st of July, 2009 under the terms and conditions of this contract".

70. Article 8-2 stipulates the following:

"If any of the parties wishes to terminate the contract unilaterally before or after the time mentioned in article 8-1, that party should pay the amount equal to 2 months of the Head Coach's salary (which is 70588 US Dollars per month) to the other party".

71. According to article 6-13-1 of the Contract, USD 400,000 were due for the first season until 30 June 2009, as follows:

- *6-13-1-1: 200,000 US Dollars in cash at the time of signing of the contract;*
- *6-13-1-2: 100,000 US Dollars on 1st of April 2009;*
- *6-13-1-3: 100,000 US Dollars on 1st of June 2009;*

72. The Sole Arbitrator finds it rather easy to conclude that both the instalments of USD 100,000, due on 1 April 2009 and 1 June 2009 have not been paid by the Appellant to the Mr Vingada.

73. During the first instance proceedings before FIFA, the Appellant admitted that there had been a delay in the payment of the 1 April 2009 instalment which finally remained unpaid.

74. Furthermore, the Sole Arbitrator refers the Appellant's own submission in its Appeal Brief where it indicated the following:

"With respect to the second portion, for some reasons beyond its control, the Club was not in a position to pay it on time".

75. The Sole Arbitrator also notes that it is undisputed between the parties that the Second Respondent reminded the Appellant by means of four letters, dated 2, 5, 21 and 29 May 2009, that the instalment of USD 100,000 due on 1 April 2009 was still outstanding.

76. In his last letter – the one of 29 May 2009 – to the Appellant, Mr Vingada noted, *inter alia*, that he had fulfilled his obligation as Head Coach until the end of the league season notified the termination of the contract on this date, based on article 6-14 of the Contract.

77. The content of this letter was confirmed by the Appellant in its Appeal Brief.

78. The Sole Arbitrator notes that there is no clause in the Contract that prohibits the Second Respondent from continuing his activities, nor a clause that he should notify the default of the Appellant, as set out in article 6-14 of the Contract, within a certain time-limit, in the event the Appellant fails to perform its obligations.

79. The Sole Arbitrator rejects therefore the submission of the Appellant that Mr Vingada did not stop his activities and continued to work for the Appellant until the end of the season notwithstanding the non-payment of the 1 April 2009 payment.

80. This submission is irrelevant as Mr Vingada was still in a position, on the basis of article 6-14 of the Contract, to notify the termination of the contract at the end of May 2009, as he did.

81. According to the facts and circumstances noted above, the Sole Arbitrator can come to no other conclusion that the Contract was terminated on the basis of article 6-14 of the Contract, caused by the default of the Appellant – non fulfilled payments – notified by the Second Respondent to the Appellant on 29 May 2009. Such termination by the Second Respondent can only be considered as being with just cause.

c) Is any compensation to be paid by the Appellant, and, if so, to what extent?

82. Since the Contract between the Appellant and the Second Respondent is considered as having been terminated with just cause as per 29 May 2009, the Sole Arbitrator has to examine the claim for compensation submitted by the Second Respondent to FIFA.

83. The Second Respondent requested a total amount of USD 371,176, build up as follows:

- the amount of USD 100,000 due on 1 April 2009 under article 6-13-1-2 of the Contract;
- the amount of USD 100,000 due on 1 June 2009 under article 6-13-1-3 of the Contract;
- the amount of USD 30,000 corresponding to the bonus in the Asian League Cup;
- the amount of USD 141,176, based on article 8-2 of the Contract.

84. Before entering into the substance of the claim, the Sole Arbitrator wants to make an analysis of article 6-13 (the payment scheme) of the Contract, in connection with the contents of article 8-2, the compensation due for the unilateral termination of the Contract.

85. The Sole Arbitrator finds this analysis necessary because the Appellant submits that the interpretation of international contracts is governed by the law of the contract itself and not the *lex fori*.

86. The question is therefore whether the Contract is unclear with respect to the payments to be made as a result of the termination of the contract.

87. The Sole Arbitrator starts with article 6-13 of the Contract.

88. The content of articles 6-13-1 and 6-13-2 of the Contract are obvious. For the first season, starting as from 3 February until 30 June 2009, there is a total payment foreseen of USD 400,000 and for the second season, beginning 1 July 2009 till 1 July 2010, an amount of USD 800,000.

89. There can be no misinterpretation about this amount and there is a very strong relation between them because the first season actually only corresponds to half a season. In the sub article of 6-13-1 a payment schedule for USD 400,000 is foreseen for the first season. Likewise, in article 6-13-2 a payment scheme is foreseen for USD 800,000 for the second season.

90. If one considers the first season to consist of 5 months, the salary would be USD 80,000 per month. For the 2009-2010 season (consisting of 12 months) the monthly salary is USD 66,666.

91. Furthermore, the Sole Arbitrator notes that for the calculation of the compensation as set out in article 8-2 of the Contract, the average monthly salary over the full length of the Contract that was taken into consideration USD 70,588 corresponding to USD 1,200,000 divided by 17.

92. It is again undisputed that Mr Vingada continued to work for the Appellant up to 24 May 2009 when the Appellant played against Uzbek Team Pakhtakor.

93. The Sole Arbitrator concludes that Mr Vingada actually worked 4 months of the Contract during the 2008-2009 season (February, March, April and May 2009).

94. The monthly salary during this period was USD 80,000 per month, as already calculated. That means that Mr Vingada was at least entitled to USD 320,000, so he still had to receive USD 120,000 from the Appellant (USD 320,000 minus USD 200,000, the first instalments that were paid in February 2009).

95. One cannot seriously admit that Mr Vingada is not entitled to any money during the period of April and May 2009, when he worked as Head Coach for the Appellant and certainly was not sent away.

96. Coming back to the termination of the Contract, it is, as stated above, undisputed that the Contract was terminated 29 May 2009. As from then, the Second Respondent left Iran and did not work for the Appellant anymore.

97. Once again, analysing the way the Contract was set up, the Sole Arbitrator finds that the salary for the month of June 2009 is not due to Mr Vingada. He was not in any way involved in – for instance – the preparation for the 2009-2010 season. He simply terminated his activities for the Appellant.

98. Another issue to be addressed concerns the bonus in the amount of USD 30,000, a bonus that was due according to the Contract.

99. The Sole Arbitrator concludes that neither during the proceedings before FIFA, nor in the present case, the Appellant contested the existence of this bonus.

100. The Sole Arbitrator wants to underline the Decision of the Single Judge in this case according to which the Appellant failed to provide documentary evidence that it had complied with his obligation for payment of the bonus.

101. Therefore the Sole Arbitrator finds that the Second Respondent is entitled to the payment of the bonus in the amount of USD 30,000.

102. The Sole Arbitrator finds the connection between articles 6-14 and 8-2 of the Contract rather obvious. It is again undisputed that the Appellant was in default with payments to the Second Respondent from April 2009. Article 6-14 clearly provides that such default entitled the Second Respondent to terminate the Contract and that the Appellant shall pay the compensation set out in article 8-2 of the Contract to Mr Vingada.

103. Therefore, the compensation as set out in article 8-2 of the Contract, to an amount of USD 141,176 is due to the Second Respondent.

104. The Sole Arbitrator, in view of the above, considers that Mr Vingada is entitled to receive a total amount of: USD 120,000 for outstanding salaries; USD 30,000 for the bonus, and USD 141,176 for the termination compensation; *i.e.* USD 291,176.

105. Based on the foregoing and after taking into due consideration all evidence produced and all arguments made, the Sole Arbitrator finds that the Appeal can be partially upheld.

ON THESE GROUNDS

The Court of Arbitration for Sport rules:

1. The appeal filed on 9 August 2012 by Perspolis (Piroozi) Athletic & Cultural Club against the Decision issued on 30 January 2012 by the Single Judge of the Players' Status Committee of the Fédération Internationale de Football Association is partially upheld.

2. The Decision of 30 January 2012 rendered by the Single Judge of the Players' Status Committee of the Fédération Internationale de Football Association is set aside.

3. Perspolis (Piroozi) Athletic & Cultural Club is ordered to pay the amount of USD 291,176 (two hundred ninety one thousand and one hundred seventy six United States Dollars) to Mr Eduardo Manuel Martinho Vingada.

(…)

6. All other motions or prayers for relief are dismissed.