CAS 2024/A/10824 Philippine Football Federation v. El Barae Jrondi

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Oliver Jaberg, Attorney-at-Law, Aarau, Switzerland

in the arbitration between

Philippine Football Federation, Philippines

Represented by Mr Dev Kumar Parmar, Parmars, Kingsbury, London, England, United Kingdom

Appellant

and

Mr El Barae Jrondi, Morocco

Represented by Mr Hrvoje Raic and Mr Ivan Ostojic, Kasalo & Raić Law Firm, Split, Croatia

Respondent

I. PARTIES

1. The Philippine Football Federation (the "PFF", the "Federation" or "the Appellant") is the governing body of football in the Philippines. It is a member of the Asian Football Confederation (the "AFC") and a member of the *Fédération Internationale de Football Association* ("FIFA").

2. Mr El Barae Jrondi (the "Coach" or "the Respondent") is a professional football coach from Morocco.

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

II. FACTUAL BACKGROUND

A. Background Facts

4. Below is a summary of the relevant facts and allegations based on the Parties' written submissions, pleadings and evidence adduced at the hearing. Additional facts and allegations found in the Parties' written submissions, pleadings and evidence may be set out, where relevant, in connection with the legal discussion that follows. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, he refers in his Award only to the submissions and evidence he considers necessary to explain his reasoning.

5. On 12 March 2023, the Respondent and the Futbol Pilipinas Azkals Foundation Inc. ("Azkals"), a "non-stock, non-profit domestic corporation" domiciled in the Philippines, concluded a service contract (the "Contract"), with a term of contract from 12 March 2023 to 11 March 2025.

6. The Contract stipulated *inter alia,* the following:

> *"*[…]
>
> *"WHEREAS, the Philippine Football Federation (PFF) is the National Sports Association duly recognized by the Federacion Internationale de Football Association ("FIFA"), Asian Football Confederation ("AFC"), Philippine Olympic Committee ("POC") and the Philippine Sports Commission ("PSC") as the sole private organization responsible for the governance, development and promotion, of association football in the Philippines;*
>
> *WHEREAS, PFF has assigned the management of the Philippine Men's National Football Team to the AZKALS, including the outsourcing of services for the Coach of the Men's National Team*
>
> *WHEREAS, AZKALS has appointed the Coach to assume the role as Head Coach for the Men's National Team (MNT) during FIFA break camps and competitions, seconded to the PFF, and as Technical Consultant of the AZKALS during non-FIFA breaks, and*

the Coach has accepted the appointment under the terms and conditions hereinafter set forth;

NOW, THEREFORE, it is hereby agreed:

1. *Term of Contract – The engagement of the Coach is fixed from 12th March 2023 to 11th March 2025.*

2. *Extension or Renewal – This Contract may be extended or renewed upon mutual consent of the parties.*

3. *Monthly Compensation – For the duration of the Contract, the Coach will be paid a monthly remuneration in the amount of Twenty Five Thousand QAR* [Qatari Riyal] *(25,000.00).*

4. *Other Fringe Benefits – For the duration of the contract, the Coach will be entitled to the following:*

    a. *Flights – The Coach, shall be entitled to a Roundtrip ticket with reference departure from Doha.*

    b. *Expense reimbursement – The Coach will be entitled to reimbursement for expenses reasonably incurred by him in the discharge of his duties and functions provided that the Coach has obtained prior authorization from the AZKALS for such events during which he had incurred the expenses and he furnishes the AZKALS with receipts of other evidence of such expenses;*

    c. *Bonuses – The Coach will receive a bonus equivalent to:5,000 QAR for every game won in the WC/AC qualifiers.*
    50,000 QAR for entering next round of WC qualifiers.
    75,000 QAR for entering final round of WC qualifiers.
    150,000 QAR for qualifying to WC finals.
    20,000 QAR for advancing to the semi finals of ME Cup.
    50,000 QAR for advancing to the finals of ME Cup.
    75,000 QAR for ME Cup champion.

    d. *Accomodation Allowance – In case QFA terminates the contract of the COACH, the AZKALS shall provide an accommodation allowance up to a maximum of 9,000 QAR. This provision shall take effect only if the cause of termination is due to conflict with the schedule of the Azkals, and that no other remedy was available such that it caused the termination of COACH contract with QFA.*

5. *Principal Duties & Obligations – The Coach undertakes to discharge such duties and assume such responsibilities as are traditionally exercised by or ascribed to a Head Coach of a national team when seconded to the PFF during FIFA camps and competition, and as Technical Consultant to the AZKALS. In particular, the Coach undertakes to:*

a. *Assume the role of the Coach in, all the official matches of the MNT sanctioned or approved by the PFF;*

b. *Attend all the training sessions of the MNT prior to formation of the final squad list, in training sessions of national pool of the MNTs;*

c. *Formulate and recommend to AZKALS a training plan for the MNTs; either a training plan without a specific competition in mind or a training plan with specific competition in mind, and help implement the training plan/s adipted;*

d. *Assist in the training and development, to the best of his ability the MNTs and recommend and implement approved scouting plan for the MNTs to the AZKALS management*

e. *Carry out his duties and responsibilities in accordance with or in adherence to applicable rules of the PFF and FIFA;*

[…]

9. Termination Prior to Expiration of Contract Term – The AZKALS or the Coach may terminate this contract for material breach where its continuance will result in irreparable damage to either party. Nonetheless, the termination clause may only be exercised if all efforts to address the material breach has been exhausted and if arbitration efforts have been ruled to be futile. If the contract is terminated by the AZKALS management without cause, the COACH shall continue to receive his allowance for the next six months from notice of termination.

[…]

13. Conflict Settlement – In case of disagreement, the Parties shall avoid going to court. Disputes that have not been resolved through amicable consultations shall be submittted to arbitration by the Players' Status Committee of FIFA, in accordance with Article 22 c) of the FIFA Regulations on the Status and Transfers of Players. Any decision of the Players' Status Committee of FIFA may be appealed by any aggrieved party to the Football Arbitration Chamber in Court of Arbitration for Sports (CAS) in Lausanne, Switzerland. The arbitration shall be conducted in English by three (3) arbitrators and proceed in accordance with CAS procedural rules. The award rendered by CAS shall be final and binding on the Parties.

[…]".

7. The Contract was signed by the President of Azkals, Mr Dan Stephen C. Palami, and by the Respondent.

8. On 17 May 2023, the Coach sent an Email to the PFF and Mr Palami requesting payment of outstanding salaries under the Contract.

9. In his Email, the Coach wrote the following:

"*Dear Philippine Football Federation,*

I hope this email finds you well. I am writing to follow up on the payment regarding my contract, which was signed on the 12th of March. It has been over two months since I signed the contract, and unfortunately, I have not received any payment thus far. This delay in receiving my compensation is causing me significant financial issues.

Additionally, I would like to bring to your attention the condition outlined in the contract regarding contract termination. As per the contract, in the event of termination by the QFA, there is an accommodation allowance that should be provided in addition to the monthly compensation. However, on the 30/04/23, I received a sudden contract termination from the QFA without any further communication "attached copy of contract termination"

Please find below my account details. I kindly request your immediate attention to this matter and a prompt resolution of the outstanding payment.

[…]".

10. On the same day, the PFF responded to the Coach by means of an official letter sent to the Respondent via Email, stating:

"*Dear Coach:*

We refer to your email of today following up payment for your coaching services to the Philippines Men's National Team (PMNT) during the (a) Kuwait vs. Philippines match on 24 March 2023 in Kuwait; and (b) the Jordan vs. Philippines match on 28 March 2023 in Doha, Qatar.

PFF is offering reasonable payment of US$2,000 each for the friendly matches listed above.

Should you be amenable to this, we shall arrange payment to the bank account details you have provided in the email.

We once again would like to remind you that PFF has only approved engagement of your services for the above-mentioned friendly matches as indicated in the PFF letter dated 28 March 2023 (copy attached) which was personally handed over to you by Coach Ernie Nierras on 31 March 2023.

[…]".

11. The PFF letter dated 28 March 2023 (the "Termination Notice"), which was attached to the Email mentioned above, stated the following:

"*Dear Coach:*

We would like to thank you and your employer Qatar Football Association (QFA) for agreeing to provide your coaching services to our Philippines Men's National Team (PMNT) during the Kuwait vs. Philippines match on 24 March 2023 and the Jordan vs. Philippines match on 28 March 2023.

Please be advised that we asked permission from QFA to avail of your services only for the matches during the FIFA International Window for 20-28 March 2023. It was never PFF's intention to engage your services beyond that or for the next two (2) years, either in a continuous basis or only during training camps or matches during the FIFA International Windows.

Please consider this letter as a formal notice to you not to expect engagement by PFF for your services after March 2023 or during the FIFA International Windows for the next two (2) years.

Our PMNT manager Dan Palami is copied in this email for his information and reference.

Again, thank you and good luck!

[…]".

12. On 19 September 2023, the Coach, through his legal representatives, sent a second default notice to the PFF stating *inter alia*:

"4. In this context, and since the PFF has obviously unilaterally terminated the Employment Contract without just cause, the Coach is also entitled to compensation for breach of contract, in addition to the unpaid salaries for the period from 12/3/2023 until 17/5/2023, and thus the Coach kindly asks the PFF to pay him total net amount of QAR 801,193.00 broken down as follows:

a) Above specified outstanding remuneration of total net QAR 54,838.00 and

b) Compensation for the breach of the Employment contract in the sense of Annex 2 art. 6 of FIFA RSTP, in net total of QAR 746,355.00 as residual value of monthly salaries and accommodation allowances in accordance with the Employment contract;

along with pertinent default interest and all relevant taxes, state contributions and surcharges and top of the above-mentioned net amounts, all within the next 10 days.

5. Should the PFF fail to fulfil the above mentioned financial obligations within the given deadline, the Coach shall be forced to file a claim against the PFF before the FIFA Football Tribunal, whereas the Coach shall request above mentioned outstanding remuneration and compensation in accordance with Annexe 2 art. 6 of FIFA RSTP, as well as the imposition of sporting sanctions against the PFF, all due to the PFF's unilateral termination of the Employment contract without just cause."

B. Proceedings before FIFA

13. On 26 October 2023, the Coach filed a Statement of Claim before the Players' Status Chamber of the FIFA Football Tribunal (hereinafter: "FIFA Players' Status Chamber") against the PFF requesting the following:

"I. to ascertain that the Respondent terminated the Employment contract signed with the Claimant without just cause; and

II. to condemn the Respondent to pay in favor of the Claimant outstanding remuneration of net QAR 54,838.00, which matured as follows:

- QAR 16,129.00, on 1/4/2023, and

- QAR 25,000.00, on 1/5/2023, and

- QAR 13,709.00, on 18/5/2023;

within 45 days as from the date of notification of the decision in the matter of the reference to the Respondent; and

III. to condemn the Respondent to pay in favor of the Claimant compensation for breach of the Employment contract without just cause of net QAR 746,355.00 (seven hundred and forty-six thousand, three hundred and fifty-five Qatari Riyals), which matured on 18/5/2023, within 45 days as from the date of notification of the decision in the matter of the reference to the Respondent; and

IV. to condemn the Respondent to pay all relevant taxes, state contributions and surcharges, on top of the above-mentioned net amounts, within 45 days as from the date of notification of the decision in the matter of the reference to the Respondent; or alternatively to condemn the Respondent to provide the Claimant with the corresponding tax certificates concerning the payment of all the above specified net amounts alongside all the net amounts already paid to the Claimant during the term of the Employment contract, within 45 days as from the date of notification of the decision in the matter of the reference to the Respondent; and

V. to condemn the Respondent to pay in favor of the Claimant default interest of 5% per year on the aforementioned amounts starting from the respective date of maturity until the effective date of the payment, within 45 days as from the date of notification of the decision in the matter of the reference to the Respondent; and

VI. to impose sporting sanctions against the Respondent, all in the light of FIFA RSTP."

14. In its reply, the Appellant reiterated that its engagement with the Respondent was exclusively for the duration of the two friendly matches in Qatar and that there was no unilateral termination of any contract for a two-year tenure, as no such contract ever existed.

15. On 14 May 2024, the Single Judge of the Players' Status Chamber (hereinafter: the "Single Judge") passed the appealed decision (REF. FPSD-12409, the "Appealed Decision").

16. On 27 May 2024, the operative part of the Appealed Decision was communicated to the Parties.

17. On 4 June 2024, the Appellant requested the grounds of the Appealed Decision.

18. On 1 July 2024, the grounds of the Appealed Decision were notified.

19. On 30 August 2024, the Respondent requested that FIFA rectify the grounds of the decision.

20. On 3 September 2024, FIFA notified the rectified grounds of the decision.

21. The operative part of the Appealed Decision held the following:

> "*1. The claim of the Claimant, Jrondi El Barae, is partially accepted.*
>
> *2. The Respondent, Philippine Football Federation, must pay to the Claimant the following amount(s):*
>
> *(a) QAR 65,322.58 net as outstanding remuneration plus 5% interest p.a. as from the respective due dates until the date of effective payment as follows:*
>
> *- On the amount of QAR 15,322.58 net as from 1 April 2023*
>
> *- On the amount of QAR 25 000 net as from 1 May 2023*
>
> *- On the amount of QAR 25 000 net as from 17 May 2023*
>
> *(b) QAR 508,871 as compensation for breach of contract without just cause plus 5% interest p.a. as from 17 May 2023 until the date of effective payment.*
>
> *3. Any further claims of the Claimant are rejected.*
>
> *4. Full payment (including all applicable interest) shall be made to the bank account indicated in the enclosed Bank Account Registration Form.*
>
> *5. Pursuant to art. 8 of Annexe 2 of the Regulations on the Status and Transfer of Players, if full payment (including all applicable interest) is not made within 45 days of notification of this decision, the following consequences shall apply:*
>
> *1. The Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of the ban shall be of up to three entire and consecutive registration periods.*

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

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

7. This decision is rendered without costs."

22. In essence, the Single Judge concluded that the fact that the Appellant outsourced the handling of the Philippine Men's National Football Team to Azkals did not have any influence over the establishment of the employment relationship between the Appellant and the Respondent since all elements of the case indicated that the Appellant was the employer.

23. Moreover, considering the documents submitted by the Parties, the Single Judge concluded that the Respondent was employed as a coach by the Appellant and that the Contract had a duration from 12 March 2023 until 11 March 2025 and that it was terminated early (*i.e.* on 17 May 2023) by the Appellant without just cause, with all the associated financial consequences.

24. Applying the principle of *pacta sunt servanda*, the Single Judge found the Appellant liable to pay the Respondent the outstanding salaries totalling QAR 65,322.58 net, consisting of QAR 15,322.58 for the period of 12 to 31 March 2023, and QAR 25,000 each pertaining to outstanding salaries for April and May 2023, plus 5% of interest *p.a.* on the outstanding amounts as from the respective due dates until the date of effective payment.

25. With regard to the compensation, the Single Judge calculated monies payable to the Coach under the terms of the contract from the date of its unilateral termination until its end date. Consequently, the Single Judge concluded that the total amount of QAR 508,871 (*i.e.*, 7 x QAR 25,000 as salary for 2023 = QAR 175 000; 12 x QAR 25,000 as salary for 2024 = QAR 300,000; 2 x QAR 25,000 + March (QAR 8,871) as salary for 2025 = QAR 33,871) served as the basis for the determination of the amount of compensation for breach of contract.

26. Finally, the Single Judge concluded that the Coach remained unemployed and awarded QAR 508,871.00 as the residual value of the contract, payable to the Respondent, plus 5% of interest *p.a.* as of 17 May 2023 until the date of effective payment.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

27. On 24 September 2024, the Appellant filed its Statement of Appeal against the Respondent with respect to the Appealed Decision, pursuant to Article R48 of the Code of Sports-related arbitration (2023 edition) (the "Code").

28. On 30 September 2024, the CAS Court Office notified FIFA of the Appeal and invited FIFA to comment on its intent to participate in the CAS proceedings.

29. On 8 October 2024, FIFA renounced its right to participate in the CAS proceedings.

30. On 9 October 2024, the CAS Court Office acknowledged that FIFA renounced its right to request its possible intervention in the present case and informed the Parties thereof.

31. On 4 November 2024, the Appellant filed its Appeal Brief, pursuant to Article R51 of the Code and within the time limit granted by the CAS Court Office. In its Appeal Brief, the Appellant submitted an evidentiary request and requested that the Respondent produced his current employment contract with the Association Sportive des Forces Armées Royales Rabat ("AS FAR").

32. On 16 December 2024, the CAS Court Office informed the Parties, on behalf of the Deputy President of the CAS Appeals Arbitration Division, that the Arbitral Tribunal appointed to decide this case was composed as follows:

    Sole Arbitrator: Mr Oliver Jaberg, Attorney-at-law in Aarau, Switzerland

33. On 23 January 2025, the Respondent submitted its Answer to the Appeal Brief, pursuant to Article R51 of the Code and within the time limit granted by the CAS Court Office.

34. On 19 February 2025, the CAS Court Office informed the Parties that the Sole Arbitrator had decided to hold a hearing in this matter via videoconference, pursuant to Article R57 of the Code.

35. On 26 February 2025, the Respondent provided his employment contract with AS FAR as instructed by the Sole Arbitrator.

36. On 27 February 2025, the Respondent provided a revised version of his aforementioned employment contract.

37. On 3 March 2025, the CAS Court Office, on behalf of the Sole Arbitrator, issued the Order of Procedure, which was duly signed by the Parties on 10 March 2025.

38. On 2 April 2025, a virtual hearing was held via Webex.

39. In addition to the Sole Arbitrator and Ms Andrea Sherpa-Zimmermann, CAS Counsel, the following persons attended the hearing:

40. For the Appellant, the following persons were present:

    - Mr Dev Kumar Parmar (Lead Counsel)
    - Mr Manuel Illanes Boguszewski (Counsel)
    - Mr Swagath Chanila Ramachandra (Counsel)
    - Mr John Anthony Gutierrez (President of the Appellant)

- Mr Homer Alinsug (Inhouse-Counsel of the Appellant)
- Mr Ernest Thomas Nierras (Former Assistant Coach of the Philippines Men's National Team, Witness called by the Appellant).

41. For the Respondent, the following persons were present:

- Mr Tomislav Kasalo (Lead Counsel)
- Ms Tina Malenica (Counsel)
- Mr El Barae Jrondi (Respondent).

42. At the commencement of the hearing, both Parties confirmed that they had no objection to the appointment of the Sole Arbitrator to preside over this case.

43. At the beginning of the hearing, the Appellant raised two preliminary procedural aspects: (1) with regards to the submission of the Statement of Appeal, the Appellant highlighted that such Statement of Appeal had been submitted twice, the second time – still in time – mentioning also FIFA as a Respondent; (2) with regards to the quantum and numbers mentioned in the Appeal Brief, the Appellant mentioned that the Appeal Brief was containing typographical errors. The Appellant offered to furnish the Sole Arbitrator with a post hearing submission to rectify such errors which was accepted by the Sole Arbitrator. The Respondent was given the right to comment on the Appellant's preliminary remarks and, in essence, contested the validity of such remarks.

44. Equally, at the end of the hearing, both Parties confirmed that their procedural rights including their right to be heard had been fully respected.

45. On the same day, the Appellant submitted post hearing clarifications.

46. On 28 April 2025, the CAS informed the Parties that the evidentiary proceedings were now closed.

47. On 8 May 2025, the Appellant submitted further correspondence and documentation to the CAS, informing the latter that, whilst the Appellant acknowledges the contents of the CAS communication of 28 April 2025, *"[i]t has recently come to the Appellant's knowledge that the Coach, during the period of the natural term of the employment contract with the Appellant, was / is apparently in yet another, new role. Furthermore, it appears that he has been employed in this additional new role for several months, whilst these proceedings have been ongoing. May it please the Sole Arbitrator, please find attached herewith some of the evidence and relevant links we have gathered to suggest this"*.

48. In this context, the Appellant, *inter alia,* also submitted the following:

> *"The Appellant highlights that absolutely no mention has been made of this new role whatsoever by the Respondent, and it is requested that the Sole Arbitrator implore the Coach to provide his new latest contract with urgency, as it will no doubt, and necessarily, have an effect on any mitigation elements where considered*

by the honourable Sole Arbitrator. This is due to the fact that should the request under Prayer 3 of the Appellant's Appeal Brief be considered1, in conjunction with the contents of the Appellant's post hearing clarifications2, and it is decided that there would be a mitigation of any potential compensation payable by the Appellant to the Coach (if at all), then this would be done on the basis that the original contract between the Parties was set to expire on 11th March 2025 and any new employment attained by the Coach prior to this period is considered in this mitigation. As such, the attainment of this new employment role by the Coach, which he seemingly attained several months ago within the relevant period prior to 11th March 2025, would be relevant in the appropriate calculation of any mitigated compensation.

The Sole Arbitrator is also invited to consider the approach of the Respondent, in consideration with all else that has taken place during this case, about his conduct in deliberately concealing this information, or at the very least, conveniently concealing it from the knowledge of the tribunal. It may be noted by the Tribunal that the concealment of pertinent information of this nature is not a singular act, as the Respondent also failed to produce the Coach's previous employment contract with AS FAR until the Appellant requested for it, and the CAS directed production of the same.

Thus, the Appellant kindly and humbly requests the Sole Arbitrator and the CAS to direct the Respondent to produce his employment contract in relation to his latest employment and consider the same in the determination of this matter".

49. On 12. May 2025, the CAS invited the Respondent to comment, by 23 May 2025, on the Appellant's submission of 8 May 2025.

50. On 22 May 2025, the Respondent provided its comments on the Appellant's submission of 8 May 2025, and, *inter alia,* submitted the following:

"- the employment contract with the Moroccan football club AS FAR (hereinafter: AS FAR) was mutually terminated on 15 October 2024, and that he hereby provides the pertinent Termination Agreement (hereinafter: the Termination Agreement), and

- on 18 October 2024 he concluded the New Employment Contract, valid as from 19 October 2024 until 30 April 2025, which was terminated on 2 March 2025, and

- he has never attempted to conceal the above mentioned information, given that such information was publicly posted on his Instagram profile on 6 November 2024 and on various other occasions thereafter, as also acknowledged by the Appellant in its exhibits to the Appellant's submission, and

- his employment with Al-Ula Club has also been publicly posted on his Linkedin profile, and

- however, despite being publicly available and accessible to the Appellant for several months during the course of these proceedings, i.e. well before the closure of the evidentiary proceedings, the Appellant had never requested the Coach to provide a copy of the New Employment Contract nor did he ask the Coach about his new employment during the hearing, even though it had the opportunity to do so, and

- on this note, before the closure of the evidentiary proceedings, the Appellant in points 14. and 15. of its Appeal Brief, i.e. requested the Coach only to provide the contract with AS FAR, without mentioning Al-Ula Club, and accordingly, the Respondent provided the CAS with the employment contract with AS FAR.

Finally, article R44.1. of the CAS Code reads as follows: "(...) after the exchange of the written submissions, the parties shall not be authorized to produce further written evidence, except by mutual agreement, or if the Panel so permits, on the basis of exceptional circumstances"".

In this regard the Coach shall state that, since the information on his employment with Al-Ula Club was publicly available and easily accessible for months, this situation in his opinion does not constitute "exceptional circumstances" under the applicable CAS Code, as the fact could have been reasonably discovered much earlier by the Appellant.

Nevertheless, in accordance with the request of the CAS, the Respondent hereby submits the Termination Agreement with AS FAR along with its machine translation into English and his New Employment Contract along with the pertinent Termination Notice".

IV. THE POSITION OF THE PARTIES

51. The following outline of the Parties' positions is illustrative only and does not necessarily comprise every contention put forward by the Parties. The Sole Arbitrator, indeed, has carefully considered all the Parties' written and oral submissions and the witness evidence adduced during the hearing, even if there is no specific reference to those submissions in the following summary.

A. The Position of the Appellant

52. In its Appeal Brief, the Appellant requested the following:

"***Prayers for Relief***

Prayer 1: The Court of Arbitration for Sport accepts jurisdiction in this matter; and

Prayer 2: The Appealed Decision, shall be entirely set aside; or

Prayer 3: In the alternative, the Appealed Decision, shall be amended to order the Appellant to pay a reduced amount of compensation to the First Respondent, the amount of which shall be calculated by the Panel; and

Prayer 4: Apply the CAS consistent jurisprudence according to which a decision of a financial nature issued by a private Swiss association is not enforceable while it is under appeal (e.g. CAS 2014 / A / 3765 Club C. v. D. & Fédération Internationale de Football Association (FIFA), order of 17 November 2014.

Prayer 5: No costs of the arbitral proceedings shall be charged on the Claimant; and

Prayer 6: In any case, the Respondents shall bear the costs of any proceedings undertaken before CAS and shall contribute to the legal fees incurred by the Appellant at an amount of £25,000.00 (twenty-five thousand British pounds only).

The Appellant hereby reserves the right to add (with appropriate reasoning) prayers upon receipt and perusal of the written reasons in the appealed Decision."

53. The Appellant's submissions, in essence, may be summarized as follows:

- The Respondent claims the existence of a two-year contractual agreement with the Appellant–an assertion the Appellant categorically denies. To support his claim, the Respondent submitted a service agreement with Azkals and a 17 May 2023 email sent from his Qatar Football Association ("QFA") -associated email address. However, the service agreement neither names nor implicates the Appellant as a party in any capacity. Notably, clauses concerning termination refer solely to rights between the Respondent and Azkals, with no provision for termination by the Appellant–underscoring that the Appellant was not, and is not, a party to that agreement.

- No agreement ever existed for the Appellant to make payments. Proving this absence amounts to a *probatio diabolica*–proving something that does not exist.

- The Respondent has failed to prove any contractual link with the Appellant, offering only a service agreement with a third party and an internal email–neither of which establish a legal relationship. While CAS jurisprudence confirms that mere lack of evidence does not reverse the burden of proof (CAS 2011/A/2654), this case involves more: the Appellant faces the impossibility of proving a contract never existed. Given this, additional rights or a reversed burden would serve no purpose, as the alleged agreement simply does not exist. Accordingly, and in light of CAS's *de novo* powers, the Sole Arbitrator must assess the Respondent's limited evidence with the required level of comfortable satisfaction.

- In March 2023, the Appellant had no Head Coach for the Philippine Men's National Football Team ("PMNT") during the international window from 20 to 28 March 2023. With two friendly matches scheduled against Kuwait (24 March 2023) and Jordan (28 March 2023), the Appellant requested assistance from the

QFA, which recommended the Respondent, their assistant coach, to serve as interim Head Coach. His services were limited to these matches, as confirmed in the Appellant's letter dated 28 March 2023. At all times, the Respondent remained employed by the QFA, reinforcing the temporary nature of the arrangement.

- The Appellant did not have any written contract nor any employment relationship with the Respondent. The extent of their collaboration (as agreed by the QFA) was for the abovementioned matches only.

- The Appellant was neither a signatory to nor aware of the Contract, having dealt exclusively with the QFA to secure the Respondent's services for the relevant matches. Under the doctrine of privity of contract, a third party not party to a contract cannot derive rights or bear obligations from it. Accordingly, any dispute the Respondent may have lies with Azkals, not the Appellant. The Appealed Decision should therefore be annulled and set aside.

- In the alternative, Clause 9 of the Contract states that, if terminated without cause by Azkals management, the Coach is entitled to an "allowance" for 6 months. If "allowance" refers to the QAR 9,000 amount, compensation would be QAR 54,000. Alternatively, if "allowance" is interpreted as the QAR 25,000 monthly salary under clause 3, compensation may total QAR 150,000. However, given the Coach's subsequent employment with AS FAR in Morocco from 15 July 2024 to 30 June 2025, earning MAD 40,000/month (USD 4,159.87), his income over the overlapping 8-month period amounts to USD 33,278.96 or QAR 121,135.41. Therefore, any compensation potentially owed by the PFF must be reduced accordingly.

- If the Sole Arbitrator finds that no pre-determined compensation clause exists in the Agreement, then Article 6.2(b) of Annexe 2 to the FIFA RSTP governs the calculation of compensation for breach, as the Respondent entered into new employment during the original term of the Agreement. Under Article 337c(2) of the Swiss Code of Obligations ("SCO"), an employee terminating the contractual relationship without just cause must mitigate their damages. In this case, the Respondent only secured new employment more than one year after the alleged termination–shortly after the Appealed Decision was issued. The Contract ran from 12 March 2023 to 11 March 2025, and AS FAR officially announced the Respondent's appointment as Assistant Coach on 13 July 2024.

- The new employment contract overlaps with the original term of the Contract from 13 July 2024 to 11 March 2025. Pursuant to Article 6.2(b) of Annexe 2 to the FIFA RSTP, since the Respondent signed this new employment contract before the Sole Arbitrator's decision is issued, any compensation for breach of contract must be calculated as the residual value of the Contract minus the value of the new contract during the overlapping period ("Mitigated Compensation"). Therefore, in the alternative, the Appellant should only be liable to pay a reduced compensation amount accordingly.

- The Respondent was not employed by the Appellant but was seconded by the QFA to serve as interim Head Coach solely for the friendly matches against Kuwait (24 March 2023) and Jordan (28 March 2023). The Respondent himself confirmed that he remained employed by the QFA until at least 30 April 2023. It would be illogical and contrary to standard practice for the Appellant to enter into an employment relationship with a coach already under contract with another member association.

- The Appealed Decision wrongly calculated the compensation due to the Respondent on the basis that no pre-determined compensation clause existed in the Agreement, which is incorrect.

- Article 6.2 of Annexe 2 to the RSTP states that compensation shall be "*provided for in the contract*." Clause 9 of the Contract provides that if terminated without cause, the Coach shall receive his "*allowance*" for six months. Clause 4(d) defines this allowance as up to QAR 9,000 for accommodation. The Respondent confirmed he was terminated by the QFA on 30 April 2023, which the Appellant does not dispute. Accordingly, any compensation payable should be capped at QAR 54,000, serving as a reasonable benchmark.

- The Appealed Decision erroneously awarded the full May 2023 salary (QAR 25,000) despite the Contract being terminated on 17 May 2023. The correct approach is a *pro rata* calculation for 17 days, amounting to QAR 13,709. Therefore, the total outstanding remuneration should be QAR 54,031.58, with 5% interest *p.a.* applied as follows: QAR 15,322.58 from 1 April 2023, QAR 25,000 from 1 May 2023, and QAR 13,709 from 17 May 2023. The Sole Arbitrator must accordingly reduce the award to reflect this accurate computation.

- If the Sole Arbitrator finds that no pre-determined compensation clause exists in the Contract, then Article 6.2(b) of Annexe 2 to the FIFA RSTP applies. Given that the Respondent signed a new employment contract during the unexpired term of the original Contract, compensation must be calculated as the residual value of the Contract minus the value of the new contract for the overlapping period.

- The compensation owed to the Respondent should be determined as follows: (a) outstanding remuneration is reduced to QAR 54,031.58, reflecting the correct *pro-rata* calculation for May 2023; and (b) compensation for breach of contract is reduced either (i) to QAR 54,000 based on the existence of a pre-determined compensation clause, or (ii) alternatively, if no such clause is found, by deducting the value of the Respondent's overlapping employment with AS FAR from the residual value of the Contract.

- In addition, and as per the Appellant's additional submission of 8 May 2025, the Respondent's employment with the Saudi Club, AlUla Saudi Club, should also be considered in this regard and compensation further be reduced as appropriate.

B. The Position of the Respondent

54. In its Answer to the Appeal Brief, the Respondent requested the following:

"*In view of the foregoing, the Respondent respectfully requests the the* (sic) *honorable Sole Arbitrator:*

- *to reject all reliefs sought by the Appellant in its Requests for Relief from the Appeal Brief, and*
- *to confirm entirely FIFA FT Decision, case ref. nr. FPSD-12409, and*
- *to order the Appellant to pay all the costs of the proceedings before CAS, and*
- *to order the Appellant to pay a significant contribution towards the legal fees and other expenses incurred by the Respondent in connection with these proceedings of at least CHF 10,000.00.*"

55. The Respondent's submissions, in essence, may be summarized as follows:

- The Coach signed a Service Contract on 12 March 2023 with Azkals, the entity managing the Appellant's national team, for a term running until 11 March 2025. On 17 May 2023, the Federation unilaterally terminated the Employment Contract via email, attaching a letter dated 28 March 2023, with no valid grounds for such termination.

- Following the Coach's Statement of Claim, the FIFA Football Tribunal rendered a decision on 27 May 2024 (notified on 1 July 2024 and rectified on 3 September 2024, case ref. FPSD-12409), ordering the Federation to pay QAR 65,322.58 net as outstanding remuneration and QAR 508,871.00 as compensation for breach of contract without just cause, plus interest.

- The Appellant's appeal lacks merit, is based on factual distortions, and misapplies the relevant legal standards and established jurisprudence.

- On 12 March 2023, the Coach signed the Contract with the PFF, through Azkals, by which he was appointed Head Coach of the PMNT for the period from 12 March 2023 to 11 March 2025. Under the terms of the Contract, the Appellant committed to pay him: (i) a monthly salary of QAR 25,000, and (ii) an accommodation allowance of up to QAR 9,000 per month.

- In its Appeal Brief, the Appellant wrongly asserted that the Respondent's services were only required for friendly matches, allegedly confirmed by the Federation's letter dated 28 March 2023. On the contrary, that very letter–drafted by the Appellant–clearly confirms that the Coach was indeed in an employment relationship with the Federation, which was fully aware of the existence and scope of their contractual arrangement.

- Reading clauses 5 and 6 of the Contract, it becomes clear the Respondent's obligations and duties reinforce the conclusion that his employment was not limited to just two friendly matches, as inaccurately claimed by the PFF.

- In response to the Appellant's claim that the Employment Contract does not connect it as a party in name or substance, the Respondent submits that this is demonstrably false. The very first page of the Contract clearly states that the PFF is recognized as the governing body of football in the Philippines and that it assigned management of the PMNT to Azkals, including the outsourcing of coaching services–thus directly linking the Appellant to the contractual relationship.

- To further support his position, the Coach submitted video footage of an online meeting with the national team staff regarding preparations for the Appellant's June 2023 training camp, clearly showing the parties operated on the understanding of a two-year engagement as per the contract. If the Coach were truly hired only for two matches in March 2023, it defies logic that he would be tasked with preparing for a June camp. This evidence strongly confirms that the Contract was intended–and understood–to cover a full two-year term, not merely two matches, contrary to the Appellant's claims.

- In response to the Appellant's repeated claim of having no knowledge of or being a signatory to the Contract, the Coach refers to the Termination Notice, which explicitly states: "…*It was never PFF's intention to engage your services beyond that or for the next two (2) years… Please consider this letter as a formal notice to you not to expect engagement by PFF… during the FIFA International Windows for the next two (2) years.*" This clear reference to a two-year period–mentioned twice–demonstrates that the PFF was fully aware of the Contract and its agreed two-year term from the outset.

- The Appellant has failed to produce any evidence to support its claims of an agreement with the QFA regarding a so-called "loan" of the Coach, as no such agreement ever existed. These allegations are entirely baseless. Additionally, while immaterial to the merits, the Coach clarifies that the Termination Notice was not delivered in person on 31 March 2023, as claimed, but was in fact sent via email on 17 May 2023. Overall, it is clear that the Federation has fabricated a narrative–unsupported by evidence–in an attempt to evade its contractual obligations, including by falsely asserting ignorance of the Employment Contract.

- Mr Dan Palami, publicly known as the manager of the PMNT, is the individual who signed the Contract on behalf of Azkals. This directly undermines the Appellant's claim of having no knowledge of the contract, as it is inconceivable that the Federation and its representatives–through Mr Palami–were unaware of the agreement's contents.

- The Appellant's claim that Azkals was unauthorized and unrelated is baseless and was never raised during the FIFA proceedings. If true, the PFF would have

concluded another contract with the Coach, but it did not. The Contract is the only legal document defining the parties' rights and obligations.

- Mr Dan Palami, manager of the PMNT, signed the Contract on behalf of Azkals, showing that Azkals acts as the Federation's vehicle for managing the team–an arrangement explicitly stated in the Contract and never disputed by the Appellant during the FIFA proceedings.

- The Federation acts through Azkals for the PMNT, a fact the Appellant is now baselessly trying to exploit.

- All the Coach's duties in the Contract relate to the PMNT and benefit the Federation. Therefore, the Appellant's claim that the Coach is seeking payment for only a small part of his obligations is baseless, as all his duties under clauses 5 and 6 serve the Federation.

- The Appellant's claim that the FIFA Football Tribunal ignored the principle of privity is unfounded. Under Swiss law, third parties can be bound by arbitration clauses in exceptional cases like assignment or contract transfer. The Swiss Supreme Court decision cited by the Appellant (BGer 4A_636/2018) does not apply here because, unlike that case where the non-signatory was uninvolved, this case clearly shows the Coach was appointed as PMNT head coach through Azkals, which acts for the Federation. Thus, that decision actually supports the Coach's position, not the Appellant's.

- Under Annexe 2 Article 3 of the FIFA RSTP, contracts can only end by expiration or mutual agreement, reflecting the fundamental legal principle of "*pacta sunt servanda*". The FIFA RSTP further reinforce this principle in its chapter on coaches' employment rules. Here, the Appellant breached this principle by unilaterally terminating the Contract without just cause on 17 May 2023, providing no valid reason for the termination.

- The Coach refers to Annexe 2 Articles 3 and 6(2) of the FIFA RSTP, which establish that contracts can only be terminated by expiry or mutual agreement, and if terminated without just cause, the breaching party must pay compensation. Compensation is generally the residual value of the contract, minus any new contract's value during the overlap period ("Mitigated Compensation"), plus possible additional amounts for egregious cases. Clause 9 of the Employment Contract states that if terminated without cause, the Coach shall receive his allowance for six months after notice–claimed by the Appellant as a fixed compensation clause (the "Disputed Clause"). The Coach argues this clause is vague, cannot be considered a valid predetermined compensation clause, and even if it were, it should be deemed invalid. The FIFA rules reinforce contractual stability (*pacta sunt servanda*) to deter unilateral breaches by any party.

- The Respondent argues that the Disputed Clause does not set a fixed compensation amount for unilateral termination without just cause but merely defines the number of months the Coach is entitled to receive his accommodation

allowance after termination. Such vague clauses cannot be considered valid liquidated damages, as CAS jurisprudence requires clarity with no room for interpretation. Since the Federation drafted the Contract, Swiss law principles–*contra proferentem* and *in dubio contra stipulatorem*–mandate that any ambiguity must be interpreted against the drafter (the Federation) and in favour of the Coach. Therefore, the vague Disputed Clause should be construed in the Coach's favour.

- The Coach argues that even if the Sole Arbitrator considers the Disputed Clause as defining compensation for unilateral termination without just cause–which the Coach contends it does not–the clause is still invalid, null, and void under FIFA RSTP, Swiss law, and CAS jurisprudence. The clause allows only the Federation to terminate the contract unilaterally while paying a disproportionately low compensation, which is abusive and violates the principle of contractual stability (*pacta sunt servanda*). On the termination date, the Coach had nearly two years remaining on the contract, worth QAR 600,000, but the clause limits compensation to just QAR 54,000–less than 10% of the residual value–making it a "potestative clause" that unfairly favours the Federation. Such a clause undermines contractual stability by enabling the Federation to terminate the contract anytime for a minimal cost, granting it undue control and leaving the Coach unprotected. This disproportionality renders the clause invalid per established CAS decisions. Moreover, the clause is one-sided, benefiting only the Federation and imposing an unequal burden on the Coach, reinforcing its nullity. In sum, the Disputed Clause is an abusive, unbalanced, and invalid provision drafted solely for the Federation's benefit, and thus should not be upheld.

- The Coach emphasizes that FIFA, as a Swiss private law association, is governed by Swiss contract law, making FIFA RSTP a contractual document subject to Swiss law. While Annexe 2 Article 6 para. 2 of the FIFA RSTP allows parties to agree on compensation criteria for termination without just cause, this right is not absolute and must comply with both FIFA RSTP and Swiss law. According to Article 19 para. 1 SCO, parties have contractual freedom within legal limits, but deviations are not permitted if they violate public policy, morality, or mandatory legal provisions. Since FIFA Statutes explicitly apply Swiss law, the Sole Arbitrator must interpret the Disputed Clause in light of Swiss law and the restrictions it imposes on contractual freedom. Given the nature of the Contract, mandatory Swiss employment law provisions apply, limiting the Parties' ability to deviate or circumvent binding rules, thus impacting the validity and interpretation of the Disputed Clause.

- The Coach highlights that under Swiss law, specifically Article 341 SCO an employee cannot waive claims arising from mandatory legal provisions during employment and for one month after its termination. Article 337c para. 1 of the SCO mandates that if an employer dismisses an employee without good cause with immediate effect, the employee is entitled to damages equivalent to what the employee would have earned had the contract ended after the notice period or agreed duration. This provision is mandatory and binding, and derogation to

the detriment of the employee is prohibited as per Article 362 para. 1 of the SCO. Therefore, deviations from FIFA RSTP's compensation rules must respect these Swiss law boundaries. The Disputed Clause, which limits compensation to six allowances upon unilateral termination without just cause, substantially derogates from these employee rights, rendering it invalid. This position is supported by CAS jurisprudence (e.g., CAS 2020/A/6961), which confirms that clauses limiting compensation below the residual contractual value breach mandatory SCO provisions and are void. Consequently, the Disputed Clause must be deemed null and void, and compensation should be calculated according to Annexe 2 Article 6 para. 2 of the FIFA RSTP. The FIFA Football Tribunal correctly disregarded the Disputed Clause and calculated compensation accordingly.

- The Respondent emphasizes that the FIFA Football Tribunal (FIFA FT) correctly calculated and awarded the Coach the appropriate amounts due, both in terms of outstanding remuneration and compensation for breach of contract without just cause.

  Outstanding remuneration:
  QAR 65,322.58 net, with 5% interest per annum from the respective due dates until full payment:

  QAR 15,322.58 from 1 April 2023

  QAR 25,000.00 from 1 May 2023

  QAR 25,000.00 from 17 May 2023

  Compensation for breach of contract without just cause:
  QAR 508,871.00 with 5% interest per annum from 17 May 2023 until full payment.

  The compensation was calculated based on the remaining value of the Employment Contract:

  2023: 7 months × QAR 25,000 = QAR 175,000

  2024: 12 months × QAR 25,000 = QAR 300,000

  2025: 2 months × QAR 25,000 + March portion QAR 8,871 = QAR 33,871

- FIFA' reasoning and final award of QAR 508,871 as compensation for contractual breach accurately reflects the residual value of the Coach's contract and adheres to both FIFA RSTP provisions and Swiss legal standards. The Coach affirms that this calculation is appropriate and lawful.

V. JURISDICTION

56. Article R47 of the Code provides as follows:

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

57. It is undisputed between the Parties that CAS has jurisdiction to adjudicate the matter at hand, which they confirmed by their signature of the Order of Procedure.

58. The Sole Arbitrator is satisfied that, also according to Article 50 (1) of the FIFA Statutes, CAS has jurisdiction to hear this case and decide on the matter.

VI. ADMISSIBILITY

59. Article R49 of the Code provides as follows:

"In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or of a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. After having consulted the parties, the Division President may refuse to entertain an appeal if it is manifestly late".

60. According to Article 50 (1) of the FIFA Statutes, appeals "*shall be lodged with CAS within 21 days of receipt of the decision in question*".

61. The Sole Arbitrator notes that all requirements mentioned in the provisions set out above are fulfilled. In particular, both the Statement of Appeal and the Appeal Brief were filed in a timely manner.

62. Also, the appeal complies with all other requirements of Article R48 of the Code, including payment of the CAS Court Office fee.

63. The appeal is therefore admissible.

VII. APPLICABLE LAW

64. Article R58 of the Code provides as follows:

"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".

65. In addition, Article 49(2) of the FIFA Statutes states 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."*

66. The Contract does not make specific reference to a law applicable in case of dispute.

67. However, both Parties frequently referred to the FIFA RSTP in their written and oral submissions.

68. According to Article 187(1) PILA, "*[t]he arbitral tribunal shall rule according to the law chosen by the parties or, in the absence of such a choice, according to the law with which the action is most closely connected".*

69. In view of the foregoing, the Sole Arbitrator concludes that the present dispute is to be resolved according to the corresponding FIFA regulations, in particular the FIFA RSTP, and that Swiss law shall be applied subsidiarily.

VIII. PROCEDURAL ISSUES

70. After the hearing, the Appellant submitted an additional evidentiary request for the production of evidence with regard to the Respondent's employment during the initial term of the employment contract (see *supra*, paras. 49 and 50), and the Respondent, in essence, objected to the production of this new evidence (see *supra*, para. 52).

71. Notwithstanding, and following the CAS Court Office letter of 12 May 2025, which asked the Respondent to provide any employment agreements he had concluded after the termination of the Contract, the Respondent provided a mutual termination agreement concluded between him and AS FAR on 15 October 2024, a copy of an employment agreement concluded between the Respondent and the Saudi Club, AlUla Saudi Club, for the duration of 19 October until 30 April 2025, and a notice of termination of contract issued by AlUla Saudi Club on 2 March 2025.

72. The Sole Arbitrator has decided to accept the Appellant's request and to admit the additional evidence produced for the following reasons:

73. Pursuant to Article R56 para. 1 Code, unless the parties agree otherwise or the President of the Panel orders otherwise on the basis of exceptional circumstances, the parties shall not be authorized to supplement or amend their requests or their argument, to produce new exhibits, or to specify further evidence on which they intend to rely after the submission of the appeal brief and of the answer.

74. The additional evidentiary request was submitted by the Appellant after the hearing and thus after the submission of the Appeal Brief.

75. The Sole Arbitrator notes that the additional evidence concerns the Respondent's

employment with a new club (Al-Ula Saudi Club) during the relevant period of the Contract, which is directly material to the issue of mitigation of damages.

76. Under the FIFA RSTP, a party claiming damages must take reasonable steps to mitigate their loss. The existence of new remunerated employment (including termination agreements relating to such new employment) during the contractual period (of the initial employment contract in dispute – *in casu* the Contract concluded for the duration of 12 March 2023 until 11 March 2025) is a key factor in this assessment.

77. The Sole Arbitrator also observes that the Respondent did not proactively disclose his new employment during the CAS proceedings, even though it fell within the contractual period at issue. While the Respondent contends that the information was publicly available on his social media, CAS jurisprudence has consistently held that parties are expected to disclose material facts relevant to the dispute in good faith (see e.g., CAS 2013/A/3091, para. 78; CAS 2014/A/3707, para. 99).

78. In line with established case law (*cf*. CAS 2008/A/1519-1520, paras. 88–90; CAS 2016/A/4592, paras. 125–128), the Sole Arbitrator finds that evidence concerning new employment, even if obtained late, may be admitted if it is essential for the fair adjudication of claims for compensation. Given that the information and documentation relating to the Respondent's new employment – obtained after the hearing, upon the request of the Appellant, and provided by the Respondent – goes to the heart of the dispute on damages and mitigation, and that the Respondent's omission to disclose the pertinent facts and submit the documentation eventually made available to the CAS, materially affected the evidentiary record, exceptional circumstances exist within the meaning of Article R56 Code.

79. Based on the above, the Appellant's additional evidentiary request and the evidence provided by the Respondent is admitted.

IX. MERITS

80. According to Article 13 para. 5 of the Procedural Rules Governing the Football Tribunal, a party that asserts a fact has the burden of proving it. The allocation of the burden of proof by this provision is in line with the general rule of Article 8 of the Swiss Civil Code, and its application to disputes like the present one has been confirmed by CAS many times (see, *e.g.*, CAS 2020/A/7605, para. 220).

81. The Parties did not make any submissions why this principle should not apply or should be mitigated (*cf*. CAS 2020/A/7612) in the present case, and the Sole Arbitrator cannot make out any reasons for this either.

82. Accordingly, the Parties bear the burden of proving, to the comfortable satisfaction of the Sole Arbitrator, that the conditions for their respective claims are met, in line with the corresponding legal basis, in particular the applicable FIFA regulations and, subsequently, Swiss law.

83. Against this background, the following issues will be addressed by the Sole Arbitrator:

a) Whether the Parties validly concluded an employment relationship;

b) If so, what the duration of such employment relationship was;

c) Whether the employment relationship was terminated with or without just cause;

d) The Respondent's duty to mitigate damages;

e) Financial Consequences.

A. Whether the Parties validly concluded an employment relationship

84. As to the employment relationship between the Appellant and the Respondent, the Sole Arbitrator concludes that he is comfortably satisfied that the Appellant engaged the services of the Respondent and that the Parties validly concluded an employment relationship.

85. This is particularly evident based on the Contract, the Appellant's letter to the Respondent dated 17 May 2023, and considering the testimony provided by the witness called by the Appellant, Mr Ernest Nierras.

86. First of all, the Sole Arbitrator wishes to clarify that the fact that the Appellant outsourced the handling of the PMNT to Azkals does not*, per se*, exclude the due establishment of the employment relationship between the Appellant and the Respondent. In fact, in the present matter, several key elements of the case indicate that the Appellant was in fact the intended contractual party in the employment relationship established between the Respondent and the Appellant.

87. In this regard, the Sole Arbitrator heard and carefully considered the testimony of Mr Nierras, who provided insight into the circumstances surrounding the engagement and termination of the agreement that was concluded with the Respondent.

88. Mr Nierras stated that the Respondent had been engaged to handle and lead the training camp of the PMNT, that the Respondent's role was limited to coaching during that camp, and that there had been no commitments beyond that period. According to Mr Nierras, it had always been the Federation's intention to appoint an interim coach for the duration of the camp only, and other candidates were considered for the permanent role.

89. Regarding the termination, Mr Nierras testified that on 31 March 2023, he personally handed a termination letter to the Respondent at his hotel in Doha. Mr Nierras explained that he was still in Doha at the time, acting as the head of delegation, and that he was instructed by the Philippine Football Federation to deliver the letter.

90. Mr Nierras further referenced an email exchange dated 17 May 2023 between the Respondent and members of the Appellant's team, in which the Qatar Football Federation was apparently copied. He stated that he recalled that these emails related primarily to discussions between himself and the Respondent about salary matters and logistical arrangements for the camp. Mr Nierras confirmed that following the delivery of the termination letter, the Coach inquired about next steps, and that he advised him to contact the Azkals Foundation, as the Federation no longer had a direct relationship with him.

91. Mr Nierras also stated that from that point on (*i.e.* from 31 March 2023), he became the Coach's main point of contact with the Federation. The Coach provided him with bank account details and requested a formal letter explaining his role during the camp. Mr Nierras also testified that the Coach was seeking a letter of recommendation and clarification of his engagement, as he was attempting to secure new employment. According to Mr Nierras, the Coach apparently also informed him that he had difficulties securing a new position, in part due to strained relations with the Qatar Football Association, from which he had already been terminated before the Philippine camp began.

92. Mr Nierras stated that the Coach insisted that his engagement had originated directly from the Federation, and he sought documentation to confirm that he had been approached by the Federation and served in the role of Head Coach. In this context, Mr Nierras confirmed that the Federation had indeed requested that the Coach serve as Head Coach of the PMNT. Also, Mr Nierras consistently referred to the Respondent as the "Head Coach" while giving testimony during the hearing.

93. Mr Nierras further elaborated on the structure and roles of the PFF and Azkals. According to Mr Nierras, Azkals acts like a fan club of the PMNT and is closely involved in supporting the PMNT including financing and recommending players and coaches. While Azkals could make recommendations, all final decisions regarding appointments to national team roles had to be approved by the PFF. He confirmed that Mr Dan Palami served both as Manager of the PMNT and as a member of the PFF Board of Governors, and as President of Azkals, highlighting the overlap and "intertwining" of roles between the PFF and Azkals. Based on the evidence on file, the testimony provided, and the arguments of the Parties, the Sole Arbitrator concludes that Azkals is the commercial arm of the PFF with regard to the PMNT. In this regard, Mr Nierras also confirmed that there is considerable crossover between the PFF and Azkals.

94. When asked whether the Coach had signed a contract for the training camp in Doha, Mr Nierras confirmed that no such signed contract existed at that time. Nevertheless, he was instructed to deliver a termination letter, and in his view, what was being terminated was the Coach's services as Head Coach during the camp. He explained that although there was a contract for the Coach to serve as Head Coach of the PMNT, there was no signed document specifically formalizing that arrangement for the camp in Doha.

95. Finally, Mr Nierras acknowledged that it may be difficult to determine who holds which functions within the Federation, describing the organisational structure as "a little bit

confusing". He stated that his instructions to deliver the termination letter came from the PFF, and as the head of delegation, he was obligated to carry out that directive.

96. After careful consideration of the witness testimony of Mr Nierras, the Sole Arbitrator concluded that his testimony included numerous inconsistencies and contradictions.

97. On the one hand, Mr Nierras testified that the Respondent was engaged solely for the purposes of a training camp in Doha as an interim coach. On the other hand, this assertion was to a significant extent undermined by Mr Nierras' repeated reference to the Respondent as the "Head Coach," referring to time spans both during and after the camp. Furthermore, Mr Nierras acknowledged that a contract for the Respondent to be the Head Coach of the PMNT existed, which in turn contradicts his earlier statement that the Respondent's engagement was temporary and confined to the training camp.

98. Moreover, Mr Nierras stated that the Respondent did not sign a contract with the PFF during the course of the training camp. This, in turn, creates a critical inconsistency, as Mr Nierras also confirmed that he personally delivered a formal termination letter to the Respondent on behalf of the PFF on 31 March 2023. In this regard, it appears questionable that a termination letter would be served in the absence of any underlying contractual relationship. It remains unclear what exactly was being terminated and when, and whether the termination had legal effect, given the witness's conflicting statements regarding the existence of a contract.

99. Mr Nierras' testimony further raised confusion regarding the identity of the Respondent's employer. While he suggested that the Respondent was to liaise with the Azkals Foundation after his termination, and that the Azkals Foundation played a role in recommending coaching staff, he also stated unequivocally that the Federation had approached the Respondent for the role. Mr Nierras further admitted that he acted as the direct intermediary between the Respondent and the Federation, and that he was obligated by the Federation to deliver the termination letter. These admissions contradict the assertion that the Respondent was not formally engaged by the Federation.

100. The witness also failed to provide clarity on the division of roles between the Azkals Foundation and the PFF. While acknowledging that only the PFF has authority to approve the appointment of national team coaches, he described a significant level of operational overlap between the two bodies, noting in particular the dual roles played by Mr Dan Palami, who was both Manager of the PMNT and a member of the PFF's Board of Governors and a member of the Board of the Azkals Foundation. This blurred structure raises concerns regarding the reliability of the witness's assertions as to which entity was responsible for the engagement and termination of the Respondent.

101. Furthermore, Mr Nierras stated that the Respondent was seeking a letter of recommendation and clarification of his role after termination, indicating that the Respondent himself was unclear about the exact nature of his employment relationship. This again points to a lack of transparency and formality in the engagement process and casts doubt on the Appellant's claims that there was no employment relationship. Notably, if there had been no formal employment, it is unclear why such letters would be necessary or appropriate.

102. The Sole Arbitrator also notes that, despite Mr Nierras' claim to have delivered the termination letter in person on 31 March 2023, no documentary or independent evidence was submitted to corroborate this. In the absence of proof of delivery, and in light of the Respondent's denial of having received the letter on that date, the Sole Arbitrator concurs with the finding of the FIFA Football Tribunal that the effective date of termination was 17 May 2023.

103. Taken cumulatively, these inconsistencies significantly undermine the credibility of Mr Nierras' testimony. His account was marked by internal contradictions regarding the nature of the engagement, the existence of a contract, and the chain of authority between the Azkals Foundation and the PFF. Quite to the opposite, and after carefully considering the testimony provided by Mr Nierras in connection with all evidence on file, the Sole Arbitrator is comfortably satisfied that, in fact, an employment relationship had been established between the Appellant and the Respondent. In other words, the Sole Arbitrator finds that the Respondent's assertion – that he was employed by the Federation as Head Coach under an employment contract terminated without just cause – is rather supported by the weight of the evidence and testimony given by Mr Nierras, than credibly rebutted by such testimony.

104. On the other hand, the Sole Arbitrator finds the statements made by the Respondent, Mr Jrondi, to be credible and consistent with the documentary evidence on record. Mr Jrondi testified that he signed a two-year employment contract on 12 March 2023 with the PFF, covering the qualification cycle for the AFC Asian Cup and the 2026 FIFA World Cup. He clearly identified his role as "Head Coach" of the national team, which is consistent with the written terms of the contract and with the communications exchanged between the Parties.

105. Notably, Mr Jrondi's account of the negotiation process leading up to the signing of the contract adds to the credibility of his testimony. He stated that the contract was signed after he had resigned from his previous position with the QFA thereby confirming the seriousness of his commitment to the new role. The detail that he entered into "heavy negotiations" prior to signing the contract suggests that the agreement was not a mere formality but rather the product of substantive and deliberate discussions, reinforcing the professional nature of the engagement.

106. Further, the Respondent referenced ongoing communication with Mr Dan Palami, who was known to be both the Manager of the PMNT, a member of the PFF's Board of Governors and a member of the Board of Azkals. This supports the conclusion that the contract was arranged at the highest levels of the Federation, contrary to the Appellant's claim that the engagement was only for a short training camp. The Respondent's reference to the involvement of the Federation's President, via Mr Palami, reinforces that the agreement had institutional backing and was not an informal or temporary arrangement.

107. The coherence of Mr Jrondi's narrative, the specificity of the timeline, and the logical connection between his resignation from the QFA and his new appointment lend further weight to his credibility. His explanation of the scope and objective of his role–to lead the national team through major international competitions–matches the nature and

duration of the contract he describes, and contrasts starkly with the Appellant's characterization of a temporary or undefined engagement.

108. Accordingly, the Sole Arbitrator finds that the Respondent's testimony is internally consistent, aligned with supporting facts, and delivered in a clear and logical manner. These factors support the conclusion that Mr Jrondi was engaged by the Federation as Head Coach under a valid employment contract dated 12 March 2023.

109. The Sole Arbitrator thus finds that the Appellant was the true stipulating party of the Contract and that the Parties entered into a valid and binding employment relationship.

B. If so, what the duration of the employment relationship was

110. Since the Sole Arbitrator concludes that the Contract was validly concluded on 12 March 2023 by and between the Parties, the contractually stipulated duration of the Contract was from 12 March 2023 until 11 March 2025, as per the clear wording of the Contract (see *supra*, para. 5).

C. Whether the employment relationship was terminated with or without just cause

111. Since the Respondent was employed by the PFF, Annexe 2 of the FIFA RSTP is applicable (Article 1(2)(b) Annexe 2 FIFA RSTP).

112. According to Article 3 Annexe 2 FIFA RSTP, a contract may only be terminated upon expiry of its term or by mutual agreement. According to Article 4(1) Annexe 2 FIFA RSTP, a contract may be terminated by either party without the payment of compensation where there is just cause. Article 6(1) Annexe 2 FIFA RSTP holds that "*in all cases, the party in breach shall pay compensation*".

113. The Appellant claimed having served the Respondent with a termination letter (dated 28 March 2023) on 31 March 2023. The Respondent alleged to have received the PFF's termination letter on 17 May 2023. It is uncontested by both Parties that the termination letter issued by the PFF and dated 28 March 2023 was attached to the (second) termination letter issued by the PFF, dated 17 May 2023, and that such termination letters were sent by email to the Respondent on 17 May 2023. Thus, the Sole Arbitrator concludes that the Appellant unilaterally terminated the Contract on 17 May 2023, before the end of the contractual term, which was agreed to be 11 March 2025 (see *supra*, para. 4).

114. As the Appellant failed to substantiate any legitimate reasons for the unilateral early termination, the Sole Arbitrator holds that the Appellant terminated the Contract without just cause.

D. The Respondent's duty to mitigate damages

115. According to Article 6(2)(b) Annexe 2 of the FIFA RSTP, if a coach signed a new contract by the time of the decision, the value of the new contract for the period

corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early ("Mitigated Compensation").

116. The Respondent provided an employment contract that he had concluded with the Moroccan Club AS FAR. The duration of the contract with AS FAR was initially agreed to run from 15 July 2024 until 30 June 2025, with a monthly salary of MAD (Moroccan dirham) 40,000.00. The Contract between the Parties and the contract initially concluded between the Respondent and AS FAR overlapped from 15 July 2024 until 11 March 2025. However, the latter contract between AS FAR and the Respondent was mutually terminated on 15 October 2024, *i.e.* exactly after 4 months, by means of a mutual termination agreement (*"Mutual Termination Agreement"*).

117. The Mutual Termination Agreement stipulated the following:

"[…]

Following discussions, the two parties agreed to proceed with the amicable termination of the contract signed on July 15, 2024, which was initially set to run until June 30, 2025.

In accordance with the mutual agreement, it was decided to establish this official record under the following conditions:

- *ASFAR undertakes to provide Mr El Barae JRONDI with a bank check […]) for One Hundred Eighty Thousand Dirhams (180,000.00 MAD), comprising:*
  - *Twenty Thousand Dirhams (20,000.00 MAD), representing the salary for workdays from October 1 to 15, 2024;*
  - *One Hundred Sixty Thousand Dirhams (160,000.00 MAD), as a transactional indemnity, covering four (04) months of salary, per the amicable agreement.*

- *Mr El Barae JRONDI expressly acknowledges having received from ASFAR all his rights and emoluments (salaries, bonuses, allowances, or others) up to the contract termination date. In this regard, he declares full and final discharge to ASFAR, waiving any future claims for indemnities or other compensations beyond the amounts specified in this record.*

- *Mr El Barae JRONDI declares that he will have no further claims of any kind against ASFAR beyond the amounts mentioned in this record.*

- *[…]".*

118. Subsequently, on 18 October 2024, the Respondent and the Saudi Club, AlUla Saudi Club, concluded an "*employment agreement for football coach*", stipulating a duration from 19 October 2024 until 30 April 2025, or at the end of the 2024/2025 sporting season, whichever is later. Such agreement stipulated a monthly remuneration of USD

7,000.00 for the months of November 2024 through April 2025, and a remuneration of USD 3,033.33 for the period of 19 to 31 October 2024.

119. On 2 March 2025, AlUla Saudi Club sent a "Contract Termination Notice" to the Respondent, informing him of the following:

We would like to formally inform you that AlUla Club has decided not to continue with the contract entered into between you and the club on 18 October 2024. Accordingly, we confirm that all financial obligations due to you up until the date of termination, including your due bonuses before the letter date, will be duly settled.

Furthermore, we would like to clarify that the club has no intention to extend your contract for any additional season. The first team manager and the club officials will be contacting you shortly to finalize all the required procedures.

120. Against this background, the following amounts need to be taken into account (as mitigated damages) and deducted from the compensation:

a) AS FAR: MAD 180,000 (as per the termination agreement);

b) AlUla Saudi Club: USD 31,500 (remuneration under the "employment agreement for football coach" for the duration of 19 October 2024 to 2 March 2025, composed as follows: USD 3,033.33 [for the period from 19 to 31 October 2024], plus USD 28,000 [4 x USD 7,000.00 for the months of November 2024 to February 2025), plus USD 466.67 [for the period of 1 to 2 March 2025]).

E. Financial Consequences

121. Taking the above into account, the Sole Arbitrator moves to calculate the outstanding salaries and the compensation due to the Respondent.

122. Since the Respondent was employed by the PFF, Annexe 2 of the FIFA RSTP is applicable (Article 1(2)(b) Annexe 2 FIFA RSTP).

123. According to Article 3 Annexe 2 FIFA RSTP, a contract may only be terminated upon expiry of its term or by mutual agreement. According to Article 4(1) Annexe 2 FIFA RSTP, a contract may be terminated by either party without the payment of compensation where there is just cause. Article 6(1) Annexe 2 FIFA RSTP holds that "*in all cases, the party in breach shall pay compensation.*"

124. In this context, "*[a]ccording to Swiss jurisprudence (ATF 133 III 659 consid. 3.2.) as well as CAS jurisprudence (TAS 2008/A/1491) the employee who has terminated the employment contract with just cause can claim the loss of earnings consecutive to the termination of the employment relationship, which is equivalent to the amount an employee who has been unjustly dismissed with immediate effect can claim in application of Article 337c (1) and (2) SCO […]. Thus, in theory, the Respondent is entitled to compensation corresponding to what he would have earned had the Contract*

been fulfilled to its expected date of expiry, pursuant to the so-called doctrine of restitution (CAS 2015/A/4161)" (see CAS 2020/A/7175, para. 98).

125. In the case at hand, the total duration of the Contract was 24 months. The monthly remuneration agreed between the Parties was QAR 25,000.00 net.

126. The Sole Arbitrator concludes that Clause 4(d) of the Contract does not stipulate a set amount for the accommodation allowance of the Respondent. The Contract specifically provides for an "*allowance up to a maximum of 9,000 QAR*" (emphasis added). It follows that it would have been the Respondent's burden to prove his accommodation expenses during the duration of the Contract in order to claim the accommodation allowance. However, the Respondent failed to substantiate such expense and thus the Sole Arbitrator moves to decide that the Appellant only owes QAR 25,000.00/month to the Respondent. Thus, the total value of the Contract was QAR 600,000.00.

127. Moreover, the Sole Arbitrator holds that clause 9 of the Contract is not applicable, since it does not comply with Article 6(2) Annexe 2 FIFA RSTP, contradicts Swiss Law principles, particularly Article 341 SCO, and is clearly in favour of the Appellant without any real benefit to the Respondent. Clause 9 is in nature a pre-emptive termination agreement between the Parties, which is only in favour of the Appellant. In this regard, CAS has held "*that even if the signature and the alleged statement "I confirm receipt and accept for termination" were to be interpreted as an agreement (which was denied by the Player), the termination agreement would be deemed null and void: according to Article 341 of the Swiss Code of Obligations ("CO") pursuant to which an employee may not validly waive any claims arising from mandatory law during and for 30 days after termination of the employment agreement. Considering the terms mentioned in the letter, the Panel notes that a termination without any financial obligation must be deemed unbalanced. The Player may not waive his right for compensation. Therefore, even if the letter qualified as mutual agreement, it would be null and void in terms of Article 341 CO. Considering this outcome, the Panel deems it obsolete to examine the validity of the adding the handwritten sentence "I confirm receipt and accept for termination"* (CAS 2016/A/4852, para. 67).

128. Since the monthly salary amounted to QAR 25,000.00, the daily *pro rata* amount was QAR 833.33 (calculated on a 30 days/month basis). It is unclear to the Sole Arbitrator what daily *pro rata* amount the Single Judge of the Players' Status Chamber applied. For the period of 12 March until 31 March 2023, the Single Judge calculated a *pro rata* amount of QAR 15,322.58, which would equal a daily *pro rata* amount of QAR 766.13 (QAE 15,322.58 / 20 days). This in turn would equal a monthly salary of QAR 22,983.87 (30 days/month), which is lower than what the Parties agreed in the Contract. The Sole Arbitrator thus concludes that the Single Judge applied a daily *pro rata* amount which was too low and therefore incorrect. In addition, the Single Judge awarded a full outstanding salary for the month of May 2023, even though he also concluded that the Contract was terminated by the Appellant on 17 May 2023. This is incorrect and the calculation of outstanding salary contained in the Appealed decision shall therefore be set aside and corrected.

129. With regards to the outstanding salary, the Sole Arbitrator decides that – in application of the principle of *pacta sunt servanda* - the Appellant owes the following amounts to the Respondent:

- QAR 16,666.66 net for the period of 12 March until 31 March 2023 (20 days) plus 5% interest *p.a.* from 1 April 2023 until the date of effective payment.

- QAR 25,000.00 net for April 2023 plus 5% interest *p.a.* from 1 May 2023 until the date of effective payment.

- QAR 14,166.61 net for the period of 1 May until 17 May 2023 (17 days) plus 5% interest *p.a.* from 18 May 2023 until the date of effective payment.

130. The Appealed Decision is thus partially set aside and amended with regard to the amount of outstanding salaries.

131. With regards to the compensation, the Sole Arbitrator – in application of Article 6(2)(a) Annexe 2 FIFA RSTP and the principle of "positive interest" – holds that the Appellant owes the following amounts as compensation for breach of contract to the Respondent:

- QAR 11,666.62 net for the period of 18 May until 31 May 2023 (14 days) plus 5% interest from 18 May 2023 until the date of effective payment.

- QAR 525,000.00 net for the months of June 2023 until February 2025 plus 5% interest from 18 May 2023 until the date of effective payment.

- QAR 9,166.63 net for the period of 1 March until 11 March 2025 (11 days) plus 5% interest from 18 May 2023 until the date of effective payment.

132. In principle, this results in a total amount of QAR 545,833.25 for the compensation. However, this amount has to be reduced, bearing in mind the employment agreement concluded between the Respondent and AS FAR, the mutual termination agreement the Respondent subsequently concluded with AS FAR, the employment agreement the Respondent thereafter concluded with AlUla Saudi Club, and the notice of termination issued by AlUla Saudi Club (as per Article 6(2)(b) Annexe 2 FIFA RSTP).

133. As held above (see *supra*, para 120), the mitigated amount is MAD 180,000.00, and USD 31,500. MAD 180,000 equal an amount of QAR 72,172.40, and USD 31,500 equal an amount of QAR 114,222 at the time of the present decision.

134. In view of the above, the mitigated compensation thus equals QAR 359,438.85 (*i.e.* QAR 545,833.25 [total compensation], minus QAR 72,172.40 [remuneration under the contract with AlUla Saudi Club], minus QAR 114,222 [remuneration under the contracts with AS FAR]), plus 5% interest from 18 May 2023 until the date of effective payment, since the compensation became due in full on the day following the issuance of the termination notice.

135. The Appealed Decision is thus to be partially set aside with regards to the amount of the mitigated compensation.

F. Final Conclusion

136. In consideration of all evidence on file and the submissions made by the Parties, the Sole Arbitrator concludes that:

i) The Appellant had no just cause to terminate the Contract prematurely on 17 May 2023.

ii) The Appellant (the PFF) shall pay to the Respondent (the Coach) the following amounts:

(a) **QAR 55,833.27 net as outstanding remuneration** plus 5% interest p.a. as from the respective due dates until the date of effective payment as follows:

- QAR 16,666.66 net for the period of 12 March until 31 March 2023 (20 days) plus 5% interest p.a. from 1 April 2023 until the date of effective payment.

- QAR 25,000.00 net for April 2023 plus 5% interest p.a. from 1 May 2023 until the date of effective payment.

- QAR 14,166.61 net for the period of 1 May until 17 May 2023 (17 days) plus 5% interest p.a. from 18 May 2023 until the date of effective payment.

(b) **QAR 359,438.85 as compensation for breach of contract without just cause** plus 5% interest p.a. as from 18 May 2023 until the date of effective payment.

iii) Details regarding costs are dealt with below (see. X. *infra*).

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

X. COSTS

(…)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by the Philippine Football Federation on 24 September 2024 against the decision issued on 14 May 2024 by the Players' Status Chamber of the FIFA Football Tribunal is partially upheld.

2. The decision issued on 14 May 2024 by the Players' Status Chamber of the FIFA Football Tribunal is confirmed, save for paragraph 2 of the operative part, which shall read as follows:

   "*2. The Respondent, Philippine Football Federation, must pay to the Claimant the following amount(s):*

   (a) QAR 55,833.27 net as outstanding remuneration *plus 5% interest p.a. as from the respective due dates until the date of effective payment as follows:*

   - *QAR* 16,666.66 *net for the period of 12 March until 31 March 2023 (20 days) plus 5% interest p.a. from 1 April 2023 until the date of effective payment.*

   - *QAR 25,000.00 net for April 2023 plus 5% interest p.a. from 1 May 2023 until the date of effective payment.*

   - *QAR 14,166.61 net for the period of 1 May until 17 May 2023 (17 days) plus 5% interest p.a. from 18 May 2023 until the date of effective payment.*

   (b) QAR* 359,438.85** *as* ***compensation for breach of contract without just cause *plus 5% interest p.a. as from 18 May 2023 until the date of effective payment.*"

3. (…).

4. (…).

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

Seat of arbitration: Lausanne, Switzerland
Date: 26 September 2025

THE COURT OF ARBITRATION FOR SPORT

Oliver Jaberg
Sole Arbitrator