CAS 2025/A/11496 Fédération Centrafricaine de Football (FCF) v. Raoul Savoy

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr. Espen Auberg, Attorney-at-law, Oslo, Norway

in the arbitration between

Fédération Centrafricaine de Football, Central African Republic

Represented by Mr Marius Ngbangoule Bangati, Attorney-at-Law, Bangui, the Central African Republic

Appellant

and

Raoul Savoy, Switzerland

Represented by Mr Saksham Samarth and Mr Josep Vandellos Alamilla, Attorneys-at-Laws, Valencia, Spain

Respondent

I. PARTIES

1. The Fédération Centrafricaine de Football (the "Appellant" or the "FCF") is the national football association of the Central African Republic, which has its seat in Bangui, the Central African Republic. It is affiliated with the Confédération Africaine de Football ("CAF") and the Fédération Internationale de Football Association ("FIFA").

2. Mr Raoul Savoy (the "Respondent" or the "Coach") is a professional football coach of Swiss nationality, previously employed by the FCF.

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

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, and the evidence examined in the course of the proceedings. This background information is given for the sole purpose of providing a summary of the dispute. Additional facts may be set out, where relevant, in connection with the legal analysis. While the Sole Arbitrator has considered carefully all the facts and evidence submitted by the Parties in the present proceedings, this Award refers only to the facts and evidence considered necessary.

A. Background Facts

5. On 23 August 2021, the Coach and the FCF, represented by the Minister of Promotion of Youth, Sports and Education of the Central African Republic, acting on behalf of FCF, concluded an employment contract, drafted in French (the "First Contract"), for 24 months, i.e. for the term 23 August 2021 until 23 August 2023. Article 3 of the First Contract states as follows (free translation):

"*Article 3: Duration*

This Agreement is valid for twenty-four (24) months from the date of signature. This period may be extended at the sole request of the FCF."

6. Remuneration is regulated in Clause 4.2 of the First Contract, which stipulates that the Coach was entitled to a monthly salary of Central African Franc ("XAF") 5,000,000.

7. On 23 February 2023, the Coach sent a letter of default to FCF, requesting the payment of XAF 90,000,000, corresponding to 18 months of unpaid salary.

8. On 8 August 2023, the Coach sent a new letter to FCF and requested payment of XAF 120,000,000, corresponding to 24 monthly outstanding salaries.

9. The Parties disagree on whether they agreed on an extension of the First Contract. The Coach claims the Parties verbally agreed to extend the First Contract by one year

with the same contractual conditions, until 23 August 2024. FCF claims that the First Contract was not renewed, and that it expired on 20 August 2023.

10. A screenshot from the platform Transfermarkt indicates that the Coach represented CFC in six official matches between 17 November 2023 and 10 June 2024.

11. On 2 November 2023, the Minister of Finances and Budget of the Central African Republic issued a letter to the Minister of Promotion of Youth, Sports and Education of the Central African Republic where he stated that he did not object to the payment of XAF 120,000,000 to the Coach.

12. On 8 November 2023, the Minister of Promotion of Youth, Sports and Education of the Central African Republic sent an invitation to the Coach's representative, to discuss the regularization of the Coach's remuneration.

13. On 13 November 2023, FCF paid XAF 60,000,000 to the Coach.

14. On 20 March 2024 FCF claims that the Minister of Promotion of Youth, Sports and Education of the Central African Republic sent a letter to the Coach. The letter states, *inter alia*, as follows (free translation):

"*In accordance with Article 3 of Employment Contract No. 01/21/FCF dated 21 August 2021, I hereby inform you that your contract, which expires on 20 August 2023, will not be renewed.*

Furthermore, in order to comply with the requirements of public procurement procedures, an international call for tenders for the recruitment of selectors will be launched soon, and you may submit your bid."

15. The Coach denies that he received the abovementioned letter.

16. On 28 March 2024, the Coach sent a letter to FCF, requesting payment of XAF 60,000,000.

17. In addition to the amount of XAF 60,000,000 which FCF paid to the Coach on 13 November 2023, the Parties have different opinions about how much the Coach has received as salaries. FCF claims that between February 2022 and August 2023 the Coach received payments of salaries in the total amount of XAF 32,250,000. The Coach claims that he in addition has received XAF 7,750,000 as salaries, and that he, on unspecified dates, has received from FCF XAF 40,000,000 as salaries for the period September 2023 until April 2024.

18. On 24 July 2024, FCF informed the Minister of Promotion of Youth, Sports and Education of the Central African Republic that the Coach met all the requirements to extend the First Contract.

19. On 7 August 2024, FCF sent the Coach a draft for a new employment contract valid from 7 August 2024 until 7 August 2026 (the "Second Contract") via WhatsApp. The

Coach replied the same day via WhatsApp, stating, inter alia, as follows (free translation): "*After reviewing with Tarak – it's ok for us*".

20. On 22 August 2024, the Minister of Promotion of Youth, Sports and Education of the Central African Republic sent the Coach a letter, stating, inter alia, as follows (free translation):

"*Regarding: Recruitment Notification for the Position of Coach/Selector of the Central African National A Team.*

Mr. Raoul Savoy,

Following the Call for Applications of January 12, 2024, for the recruitment of a coach/selector for the Central African National (A) Football Team, to which you have applied, I have the honor to notify you that your application has been accepted for this position and the attached draft contract is offered to you for this purpose.

I would therefore like to ask you to come to Bangui during the week of 26 to 30 August 2024, to complete the recruitment formalities and sign the contract."

21. On 31 August 2024, the Coach travelled to Central African Republic and stayed until 16 October 2024. During this stay the Coach served as head coach of FCF in 4 matches of the Africa Cup of Nations Qualifiers 2025 played between 5 September 2024 and 15 October 2024.

22. On 18 October 2024, FCF requested a report from the Coach regarding the four abovementioned matches. Such report was submitted by the Coach to FCF on 20 October 2024.

23. On 3 November 2024 Mr Éloge Enza Yamissi announced in an interview published on Facebook that he had been hired by FCF as a new head coach.

24. On 8 November 2024, Mr Yamissi publicly announced the list of the players selected for the upcoming matches of FCF.

B. Proceedings before the FIFA Player's Status Chamber

25. On 10 January 2025, the Coach filed a claim with the Player's Status Chamber of the FIFA Football Tribunal (the "FIFA PSC").

26. In his claim before FIFA PSC, the Coach argued, *inter alia*, that although not formally signed by the Parties, the employment relationship was mutually extended until 2026. Furthermore, the Coach argued that FCF terminated the Contract without just cause when it hired a new head coach, as the hiring of the new head coach prevented him from carrying on his contractual duties.

27. FCF did not file any submissions in the proceedings before FIFA PSC within the time limits determined by FIFA PSC.

28. The FIFA PSC rendered a decision on 15 April 2025 (the "Appealed Decision"). The FIFA PSC accepted the Coach's claims. The operative part of the Appealed Decision reads as follows:

"*1. The claim of the Claimant, Raoul Savoy, is accepted.*

2. The Respondent, Fédération Centrafricaine de Football, must pay to the Claimant the following amounts:

- CFA 90,000,000 as outstanding remuneration plus 5% interest p.a. as from 2 November 2023 until the date of effective payment;

- CFA 110,000,000 as compensation for breach of contract plus 5% interest p.a. as from 3 November 2024 until the date of effective payment.

3. Full payment (including all applicable interest) shall be made to the bank account indicated in the enclosed Bank Account Registration Form.

4. 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. 20% of the next FIFA Forward instalment due to the Respondent will be withheld until payment is made.

2. If, after the first withholding, payment is still not made, a further 20% of the next instalment of FIFA Forward will be withheld and, at the request of the creditor, the case may additionally be referred to the FIFA Disciplinary Committee.

5. 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.

6. This decision is rendered without costs."

29. The grounds of the Appealed Decision were submitted to the Parties on 16 May 2025. A summary of FIFA PSC's reasoning in the Appealed Decision is as follows:

- Taking into account the wording of Article 34 of the Procedural Rules Governing the Football Tribunal January 2025 edition (the "FIFA Procedural Rules"), the Procedural Rules was applicable to the matter at hand. In accordance with Article 22 lit. c) of the Regulations on the Status and Transfer of Player ("FIFA RSTP"), FIFA PSC was competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a coach from Switzerland and the FCF.

- In accordance with Article 29 of FIFA RSTP (January 2025 edition), the January 2025 edition of said regulations was applicable to the matter at hand as to the substance.

- FIFA PSC noted that the government of Central African Republic, the Minister of Promotion of Youth, Sports and Education of the Central African Republic and FCF are one sole party under the Contract and, hereinafter, the actions undertaken by one of them will be attributed to FCF.

- FIFA PSC found that on 7 August 2024 FCF sent a copy of the Second Contract to the Claimant via WhatsApp, which was accepted by the Coach, and that that that the employment relationship between the parties was extended or a period of 24 months, i.e. from September 2024 until August 2026.

- FIFA PSC further noted that a notice of termination had not been issued by FCF, but that FCF hired a new head coach on 3 November 2024. The hiring of the new head coach effectively replaced the Coach and his position, rendering the Coach unable to perform his duties. Consequently, FIFA PSC concluded that FCF terminated the Second Contract on 3 November 2024.

- FIFA PSC concluded that FCF did not have just cause to terminate the Second Contract prematurely.

- With regards to the consequences of the termination of the Contract, FIFA PSC found that the Coach was entitled to outstanding remuneration in the amount of XAF 90,000,000.

- FIFA PSC further found that the Coach was entitled to compensation in the amount of XAF 110,000,000, corresponding to the residual value of the Contract.

- Finally, FIFA PSC found that the Coach was entitled to an interest at the rate of 5% p.a. on the outstanding amounts as from the due dates until the date of effective payment.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

30. On 4 June 2025, the Appellant filed an Appeal entitled "*mémoire en appel"* (Statement of Appeal/Appeal Brief) with the Court of Arbitration for Sport ("CAS"), pursuant to Article R47 and R48 of the Code of Sports-related Arbitration (2023 edition) (the "CAS Code"), against the Appealed Decision. The Appeal was filed in the French language. Subsequently the Appellant requested that the dispute be referred to a sole arbitrator.

31. On 30 June 2025, the Respondent filed a letter, stating, *inter alia,* that it agreed to refer the dispute to a sole arbitrator. In the same letter the Respondent requested that the President of the CAS Appeals Arbitration Division (the "Division President") and/or her Deputy order that the language of the present proceedings is English as the Appealed Decision was rendered in English.

32. On 3 July 2025 the CAS Finance Director informed the Parties that the Appellant was given a time limit until 25 July 2025 to pay the advance of costs.

33. On 9 July 2025 the CAS Court Office informed the Parties that the Division President had issued an Order on Language. The Order on Language stated that the present procedure would continue in English, but that exhibits may be filed in French without an English translation. In the same letter the Appellant was given a time limit of ten days to file an English translation of its Statement of Appeal, serving as Appeal Brief.

34. On 15 July 2025 the CAS Court Office notified the Parties of the receipt of the English translation of the Statement of Appeal, serving as Appeal Brief.

35. On 12 August 2025 the CAS Court Office confirmed that the Appellant had paid the advance of costs and granted the Respondent a deadline of 20 days to file his Answer, pursuant to Article R55 of the Code.

36. On the same date the Respondent filed a letter stating that it considered the Appellant's payment of the advance of costs to have been made after the time limit stated by the CAS Court Office, and requested that the appeal should be deemed withdrawn, pursuant to Article R64.2 of the CAS Code.

37. On 20 August 2025 the CAS Court Office informed the Parties that the Respondent's request that the appeal should be deemed withdrawn and that the present procedure should be terminated was denied.

38. On 26 August 2025 the CAS Court Office, pursuant to Article R54 of the CAS Code and on behalf of the President of the CAS Appeals Arbitration Division, informed the Parties that the Arbitral Tribunal appointed to decide the present case was constituted as follows:

    Sole Arbitrator: Mr Espen Auberg, Attorney-at-law in Oslo, Norway.

39. On 25 September 2025, after having been granted extensions further to Article R32 of the CAS Code, the Respondent filed his Answer, in accordance with Article R55 of the CAS Code. In his Answer, the Respondent, *inter alia*, argued that the Appeal was inadmissible due to the Appellant's failure to adhere to payment deadlines for both the CAS court office fee and the advance of costs, as stipulated by the CAS Code.

40. On 8 October 2025 the Appellant was invited by the CAS Court Office to file its comments, within 10 days, on the Respondent's objection to the admissibility of the appeal raised in his Answer.

41. On 15 October 2025 the Appellant submitted its comments on the Respondent's objection to the admissibility of the appeal.

42. On 27 October 2025, following consultation with the Parties, on behalf of the Sole Arbitrator, the CAS Court Office confirmed that a hearing would be held on 2 December 2025 by video-conference, pursuant to Article R44.2 of the CAS Code.

43. On 3 November 2025, the CAS Court Office issued an Order of Procedure, which was duly signed and returned by the Coach on 3 November 2025 and by FCF on 4 November 2025.

44. On 25 November 2025, after consultation with the Parties, the CAS Court Office sent the Parties a tentative hearing schedule, proposed by the Sole Arbitrator.

45. On 2 December 2025, a hearing was held by videoconference. In addition to the Sole Arbitrator and CAS Counsel Ms. Delphine Deschenaux-Rochat, the following persons attended the hearing:

For the Appellant:

1) Mr Perrieur Moteme Dongombe, party representative and General Director of the GFA.

2) Mr Marius Ngbangoule Bangati, counsel;

3) Ms Olive Dol-Somse, interpreter.

For the Respondent:

1) Mr Raoul Savoy, party;

2) Mr Josep Vandellos, counsel

3) Mr Saksham Samarth, counsel

4) Mr Tarak Oueslati, observer.

46. During the hearing, the Parties were given a full opportunity to present their cases, to submit their arguments in closing statements and to answer the questions posed by the Panel.

47. Before the hearing was concluded, the Parties expressly stated that, besides the Respondent's claim that the appeal was inadmissible due to the Appellant's alleged failure to comply with the payment deadlines for both the CAS court office fee and the advance of costs, they had no objection to the procedure adopted by the Panel, and that their right to be heard had been respected. In addition, the Parties made no objections to the constitution of the Panel.

IV. SUBMISSIONS OF THE PARTIES AND REQUESTS FOR RELIEF

48. This section of the Award does not contain an exhaustive list of the Parties' contentions. Its aim is to provide a summary of the substance of the Parties' main arguments. In considering and deciding upon the Parties' claims in this Award, the Sole Arbitrator has accounted for and carefully considered all of the submissions

made and evidence adduced by the Parties, including allegations and arguments not mentioned in this section of the Award or in the discussion of the claims below.

A. FCF's Submissions

49. The FCF's submissions, in essence, may be summarized as follows:

The Appeal is admissible

- The Appeal was filed within the applicable 21-day time limit, after the Appealed Decision was submitted to the Parties.

- FCF paid the CAS Court Office fee and the advance of costs within the time limits set by the CAS Court Office. When the amounts were received by the CAS Court Office is not within FCF's control, as it depends on the bank's execution of the payment order. It is evidenced that the transfer order issued by FCF was duly received and validated by FCF's bank. In accordance with the applicable procedures, the SWIFT message is generated only after the transaction has been fully validated by the banking platform.

- Article R48 of the CAS Code provides for the possibility of an additional deadline set by the CAS Court Office, and the CAS Court Office extended the deadlines in accordance with said article. The payment was made within the extended deadlines provided by the CAS Court Office, and, accordingly, the Appeal shall be deemed admissible.

FCF lacks standing to be sued

- The Central African Republic is governed by laws that clearly regulate the functions of state bodies, including the Ministry of Youth Promotion, Sports and Civic Education, under which the FCF operates. The recruitment of a coach must comply with the procedural requirements relating to public procurement. The employment relationship was concluded between the Coach and the Central African Government, which acted as the employer on behalf of the FCF.

- When the First Contract expired on 20 August 2023, it was not renewed. As the original contract had been terminated, the Central African Government was entitled to initiate recruitment of a new national team coach.

- The Coach submitted his application and was shortlisted. However, for the recruitment process to be finalized, the Coach was required to travel to the Central African Republic between 26 and 30 August 2024 in order to complete the requisite formalities, including the signing of his employment contract. However, the Coach only arrived in the country on 30 October 2024 and failed to complete the second phase of the recruitment procedure.

- No employment contract was ever signed with the Central African Government, which would have been the Coach's lawful employer. The recruitment of a national team coach cannot be validly concluded through informal means such

as WhatsApp exchanges. The Coach commenced activities without having executed the employment contract required to establish his legal relationship with the Government. Consequently, the Government, having incurred no binding obligation, proceeded to recruit another head coach.

- The Coach identifies FCF as the employer under the dispute. However, the First Contract itself expressly stipulates that the Central African Government, acting through the Minister of Youth Promotion, Sports and Civic Education, serves as the employer, with the FCF merely benefiting from its execution. Salary obligations were entirely borne by the Government under said agreement.

- In the present case, the Coach improperly brought the claim against the FCF, whereas the contracting party was the Central African Government As per the principle of privity of contract, the Government acting as Employer is responsible for salary obligations. By misidentifying the respondent, the Coach failed to satisfy the procedural requirement to sue the appropriate party.

- Article 44 of the Central African Code of Civil Procedure provides that a claim filed by or against a party lacking legal standing is inadmissible. The procedural defect in this case is sufficient to invalidate the proceedings. Accordingly, the Coach's application must be declared inadmissible for lack of locus standi on the part of the Central African Football Federation.

Subsidiarily FCF contests the Coach's claim on the merits

- The FCF does not dispute the existence of the First Contract but contests the amount awarded to the Coach in the Appealed Decision. Several salary advances, in the total amount of XAF 32,250,000, were disbursed to the Coach by FCF between February 2022 and August 2023. Additionally, on 13 November 2023, the Coach received a further XAF 60,000,000 as advance salary. Thus, to date, he has received XAF 92,250,000 in salary advances.

- With regards to the issue of the extension of the First Contract, this contract had been duly terminated, and such termination was formally notified to the Coach. Hence, from a legal standpoint, the issue was not one of contract extension, but rather the initiation of a new employment contract one that required compliance with prescribed recruitment procedures under the public procurement framework.

- Further, FIFA regulations state that a coach must have a written contract with a club or association, signed individually, and that a contract must include the essential elements of an employment agreement. In the present case, while preliminary exchanges may have occurred particularly in light of the Coach's shortlisted candidacy the question remains whether the agreement was ever legally formalized by a signed employment contract.

- An employment contract must carry a definitive date of execution. The absence of such a date is a fundamental detail which undermines the material existence of the contract.

- Accordingly, no duly signed second employment contract between the Parties exists, and the Coach's claim must be dismissed.

- On these grounds, FCF made the following request for relief:

"*1) Declare the present Appeal Brief admissible as it complies with the provisions of Articles R48 and R49 of the Code of Sports-related Arbitration;*

2) Overturn the decision rendered on 15 April 2025 by the Sole Judge of the Players' Status Chamber in all its provisions;

3) Ruling anew, and exercising full review Jurisdiction

4) Declare the claim of Mr Savoy inadmissible due to lack of standing on the part of the Central African Football Federation to be sued in the matter;

5) Subsidiarily. on substantive grounds

- *Find that only one employment contract existed between the parties;*

- *Find that the Coach received salary advances amounting to a total of FCFA 92,250,000 under said contract;*

- *Accordingly, adjust the outstanding salary calculation to reflect the aforementioned advances;*

- *Dismiss the remainder of the Claimant's claims as unfounded in fact and law.*"

B. The Coach's Submissions

50. The Coach's submissions, in essence, may be summarized as follows:

<u>Inadmissibility due to failure to comply with payment deadlines</u>

- The appeal is inadmissible due to FCF's failure to comply with the payment deadlines for both the CAS Court Office fee and the advance of costs, as stipulated by the CAS Code.

- The grounds of the Appealed Decision were notified to the Parties on 16 May 2025, and the 21-day deadline for FCF to file its Statement of Appeal and comply with all requirements of Article R48 of the CAS Code was 6 June 2025.

- On 16 and 24 June 2025 the CAS Court Office confirmed that no arbitration procedure had been initiated. On 24 June 2025 the CAS Court Office informed FCF that their payment of the CAS court office fee could not be identified and

requested proof of payment or a new payment of CHF 1,000 within three days. The document provided by FCF dated 5 June 2025 shows a "Value Date" of 26 June 2025 meaning that the payment was effectively made only on that day. Such so-called payment order is only a "request for payment" but not the payment.

- In accordance with general practice FCF should pay within an additional 3-day deadline. However, FCF paid the CAS Court Office fee, due on 6 June 2025, late by twenty days as it was paid on 26 June 2025. The CAS Court Office acted arbitrarily by extending such a deadline for FCF for an unreasonable period of twenty days without an extension sought by FCF. A 20-day delay is not acceptable and beyond the general practice of CAS. Hence, the requirements of Article R48 are not fulfilled and the appeal should be deemed inadmissible. Further, no exceptional circumstances exist nor have been argued by FCF.

- The CAS Court Office was wrong to open the procedure on 30 June 2025, 24 days after the deadline to file the Statement of Appeal expired. The CAS Court Office was also wrong to give FCF a new 3-day deadline on 24 June 2025 which was 18 days after the expiry of the original deadline when it was clear that FCF had not made any payment until 24 June 2025.

- FCF had an obligation to ensure the timely receipt of the court office fee by the CAS. The fact that the CAS Court Office could not identify the payment by 24 June 2025, and that the "Value Date" of the SWIFT was 26 June 2025, clearly demonstrates a delay in the actual transfer of funds. The request for payment of 5 June 2025 cannot be considered a payment where FCF neither instructs the bank on the deadline nor follows up with the bank until the CAS Court Office asked for it.

- On 3 July 2025, the CAS Finance Director explicitly informed FCF that the first advance of costs was set at CHF 26,000. Consequently, FCF was unequivocally invited to pay the full CHF 26,000 by 25 July 2025. The letter explicitly warned that the appeal would be deemed withdrawn if the total amount was not paid within the allotted time.

- On 12 August 2025, the CAS Court Office confirmed that FCF had paid the advance of costs. Accordingly, it started the deadline of the Coach to file the Answer. On request of the Coach, the CAS Court Office informed that FCF paid the advance of costs on 7 August 2025 and not within the deadline of 25 July 2025.

- Despite the deadline of 25 July 2025, the SWIFT proof of payment for the advance of costs clearly indicates a "Value Date" of 7 August, i.e. a delay of thirteen days beyond the stated deadline.

- The argument that FCF cannot be held responsible for technical processing of banking operations is insufficient in a context where a fundamental procedural requirement for appeal admissibility is at stake. Moreover, FCF never instructed

its bank that the payment deadline was 25 July 2025, and the blame cannot be shifted to the bank that it delayed the payment procedure.

- The appeal is inadmissible pursuant to Article R64.2 of the CAS Code. In that regard, the Coach disagrees with the CAS Court Office letter dated 21 August 2025. The non-compliance by a party with Article R64.2(2) of the CAS Code is no longer an administrative issue as it directly impacts the admissibility of the appeal.

- FCF's payments were credited well beyond the deadlines fixed by the CAS Court Office. This procedural defect strikes at the admissibility of the appeal that the appeal be deemed withdrawn and the Appealed Decision confirmed in full.

- FCF failed to ensure the timely payment of both the court office fee and the advance of costs. While the CAS Court Office has confirmed timely payment based on the transfer order date, the decision appears to overlook the extensive delay in the actual receipt of funds and FCF's underlying obligation to ensure effective and timely payment.

- The Appeal should be declared inadmissible due to FCF's failure to comply with essential financial obligations within the stipulated timelines.

FCF's standing to be sued

- Regarding FCF's claim that that the claim should have been dismissed by FIFA because the Contract was with the Central African Government, this argument is without merit. In any case FCF is prevented from raising this argument as it was not raised in the first instance proceedings.

- The Appealed Decision explicitly addressed this issue, as it expressly mentioned that the First Contract was concluded between the Coach and the Central African Government, which acted on behalf of FCF.

- Further, FCF is identified as a party to the First Contract and has also signed it. The Coach was rendering his service as the head coach of the national A team in men's football, of which FCF was the direct recipient. It is immaterial if the contractual obligations are additionally assumed by an organ of the ministry. FCF is a member association under FIFA and through the Coach's services its national team was playing in official matches organized by FIFA.

- In addition, the First Contract expressly provides that all disputes fall under the jurisdiction of FIFA and CAS. This further reinforces that FCF, as a member of the "football family", was correctly identified as the proper party to the proceedings.

The extension of the contracts

- It is sensible to separate the contractual relationship into three periods and address them accordingly. There were three distinct and valid contract periods,

creating a continuous employment relationship that was terminated without just cause. The First Contract, for the term 23 August 2021 until 23 August 2023 is undisputed by FCF. There was then a verbal extension of the First Contract for the term September 2023 until August 2024, and then the Second Contract was agreed on WhatsApp for the term September 2024 until August 2026.

- FCF disputes the verbal extension without any factual or legal basis. The Coach continued to perform his duties as coach for FCF in six official matches during this period. The Coach only rendered services on being asked to do so by FCF, and same contractual conditions as the First Contract were maintained for this period. The matches during the 2023-24 period stretched over 8 eight months i.e. from November 2023 to June 2024.

- The Coach continued performing duties as the head coach after August 2023 only because FCF verbally extended the First Contract and asked him to continue his role. This is the reason why FCF accepted his continued performance without objection which triggers the application of Article 334(2) of the Swiss Code of Obligations (CO). The Coach's contractual relationship with FCF did not lapse or expire, but continued until it was prematurely terminated by FCF.

- Regarding the WhatsApp Extension, the Coach underlines that, at the end of July 2024, he was notified that he met all conditions for extending the employment relationship. FCF sent the new contract by WhatsApp in the beginning of August 2024, a contract which was drafted by FCF. The Coach accepted such contract unequivocally confirming his agreement with all the terms mentioned therein following which he was asked to travel to Bangui.

- FCF's argument that the WhatsApp extension is invalid due to lack of formal signature fails both legally and factually. The contractual relationship was mutually extended by the Parties for the period September 2024 - August 2026. Although no formal signature was executed, the agreement was effectively concluded through the unequivocal exchange of the relevant employment contract on 7 August 2024, which contained all the essential elements of the employment relationship, followed by the Coach's clear acceptance of its terms and conditions. Furthermore, the Coach started rendering his services under the extended contract, and attended the 2025 Africa Cup of Nations Qualifiers in October 2024 as a coach.

- A written contract is not necessary for an employment relationship to exist specially if one of the parties in bad faith refuses to withhold the signature. Contracts can be validly concluded through electronic communications without formal signatures.

<u>Calculation of outstanding salaries</u>

- The Appealed Decision correctly concluded that all three contract periods were valid. FCF's attempt to deny these extensions contradicts their own conduct and the objective evidence of continuous performance and acceptance of services.

The entire contractual relationship between the Parties was for 5 years essentially, i.e. from August 2021 to August 2026. During the five-year period, the Coach was entitled to receive XAF 5,000,000 net as monthly salary. Thus, the total amount due to the Coach for 5 years was XAF 300,000,000 net, which will form the basis of calculation of outstanding salaries and compensation.

- The total amount that is payable during the contractual relationship, from September 2021 to October 2024, is XAF 190,000,000. The Coach has received XAF 100,000,000 as salaries from FCF. The Appealed Decision is correct in granting the Coach XAF 90,000,000 as outstanding salaries. The remaining 22 months form part of compensation as the contractual relationship was terminated without just cause by FCF.

FCF's termination of the Second Contract without just cause

- A valid contract existed between the Parties for the period of 2024-2026. The signing of the new coach of FCF's men's senior national A team effectively prevented the Coach from carrying on his duties and fulfilling his obligations, and thereby terminated the contractual relationship between the Parties without just cause.

- In accordance with FIFA RSTP if a party has unilaterally terminated a contract without just cause, it shall pay compensation. FCF was the party in breach, and shall pay compensation.

- FCF is obligated to compensate the Coach with an amount equivalent to twenty-two months of his agreed monthly remuneration, which amounts to XAF 110,000. Therefore, the Appealed Decision was correct to award XAF 110,000,000 as compensation for this breach of contract.

51. On this basis, the Coach made the following request for relief:

"*1. To rule that the appeal of the Appellant against the FIFA Players Status Chamber decision dated 15 April 2025 (ref. No. FPSD-17750) is inadmissible.*

2. In case the appeal is admissible, then dismiss and reject in full the appeal filed by the Appellant against the FIFA Players Status Chamber decision dated 15 April 2025 (ref. No. FPSD-17750).

3. To confirm and uphold the decision rendered by the FIFA Players Status Chamber on 15 April 2025 (ref. No. FPSD-17750) in full.

4. In all scenarios, to order the Appellant to bear all costs related to the present arbitration proceedings.

5. In all scenarios, to order the Appellant to pay the Respondent legal fees and expenses incurred by him as a result of these arbitration proceedings in an amount to be determined at the discretion of the Sole Arbitrator."

V. JURISDICTION

52. The Sole Arbitrator notes that the Appealed Decision was issued by the FIFA PSC. The jurisdiction of CAS derives from Article R47 of the CAS Code, which reads:

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

53. Furthermore, Article 50 (1) of FIFA's Statutes (May 2024 Edition), determines as follows:

"*Appeals against final decisions passed by FIFA and its bodies shall be lodged with CAS within 21 days of receipt of the decision in question.*"

54. The jurisdiction of CAS is not contested by the Respondent and is further confirmed by the Order or Procedure duly signed by both Parties.

55. It follows that CAS has jurisdiction to adjudicate and decide on the present dispute.

VI. ADMISSIBILITY

56. FCF submits that it lacks standing to be sued and, as a result, has requested that CAS declares the Coach's appeal inadmissible.

57. The Sole Arbitrator initially notes that the question of whether or not a party has standing to be sued (or to sue) is – according to well-established CAS jurisprudence (cf. CAS 2020/A/6694; CAS 2016/A/4602; CAS 2013/A/3047; CAS 2008/A/1639) – an issue of substantive law. Accordingly, FCF's objection will be addressed in the Merits section of this Award (see paras 78 ff below).

58. Article R49 of the CAS 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 in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. The Division President shall not initiate a procedure if the statement of appeal is, on its face, late and shall so notify the person who filed the document.*"

59. The FIFA Statutes provide that appeals must be made within 21 days of receipt of the decision being appealed.

60. The Appealed Decision was communicated to the Parties on 16 May 2025.

61. FCF filed its Statement of Appeal/Appeal Brief on 6 June 2025 and, therefore, within 21 days from the communication of the Appealed Decision.

62. However, the Sole Arbitrator notes that the Parties disagree on whether FCF complied with all the requirements of Article R48 et seq. of the CAS Code, including the payments of the CAS Court Office fee and the advance of costs.

63. In this regard, the Sole Arbitrator notes that the CAS Court Office, prior to constituting the panel pursuant to Article R54 of the CAS Code, informed the Parties that FCF had paid the CAS Court Office fee and the advance of costs in the present matter within the time limits set by the CAS Court Office.

64. The Sole Arbitrator further notes that, pursuant to Articles R64.1 paragraph 1 and R64.2 paragraph 3 of the CAS Code, the management of the CAS Court Office fee and the advance of costs are administrative issues which are dealt with by the CAS Court Office.

65. The administrative nature of the CAS Court Office fee and the advance of costs is described as follows by MAVROMATI/REEB, The Code of the Court of Arbitration for Sport: Commentary, Cases and Materials Second Edition 2025, p. 693 and 695:

"*The payment of the CAS Court Office Fee solely aims at covering a part of the administrative costs of the CAS Court Office for each procedure initiated by CAS, that is to protect the financial interests of CAS as an institution and therefore does not affect the interests of the parties.*

In any event, a respondent lacks legal standing to request the dismissal of the appeal because of filing a lower amount of the CAS Court Office Fee (…)

Only the CAS Court Office may decide to terminate a procedure in case of non-payment of the advance of costs. To the extent that the payment of the advance of costs is an administrative issue, the appropriate time limits and extensions are fixed by the CAS Director General. Therefore, the non-payment of the advance of costs within the deadline prescribed by the Director General cannot be used by a party to request that an appeal or a claim be automatically considered inadmissible (if such party considers that the payment was untimely)"

66. Such a view is accordance with established CAS jurisprudence, hereunder CAS 2017/A/5219 where the panel stated as follows (paragraph 80):

"*The Panel finds no reasons to depart from the position expressed in the CAS precedents CAS 2010/A/2144; CAS 2010/A/2170; CAS 2010/A/2171, which confirm that the issue of the advance of costs is an administrative issue which is dealt with by the CAS Court Office. The deadline fixed by the CAS is only an indicative delay and not a mandatory time limit. The nonpayment of the advance of costs within the deadline prescribed cannot be invoked by a party to request that an appeal or a claim be considered as inadmissible. The deadlines which are fixed only allow the CAS Court Office to terminate a procedure in the absence of payment, in accordance with Article R64.2 of the CAS Code*."

67. Accordingly, the Sole Arbitrator holds that the decision made by the CAS Court Office, that FCF had paid the CAS Court Office fee and the advance of costs in the

present matter within the time limits set by the CAS Court Office, is an administrative issue that falls outside the scope of the Sole Arbitrator's review.

68. Consequently, the Sole Arbitrator holds that the decision made by the CAS Court Office, that FCF completed its appeal per the terms of Article R48 and R51 of the CAS Code and within the deadlines set by the CAS Court Office for it to do so, is final and binding.

69. It follows that the appeal is admissible.

VII. APPLICABLE LAW

70. Article R58 of the CAS Code provides as follows:

"*Law Applicable to the Merits*.

The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law that the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision."

71. The Appealed Decision was issued by the FIFA PSC in accordance with Article 49 (2) of the FIFA Statutes, which provides as follows:

"*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*."

72. Applying these principles to the present matter, the dispute shall primarily be decided according to the applicable regulations, i.e. the various regulations of FIFA. Considering that the dispute was brought to FIFA on 10 January 2025 and FIFA PSC rendered a decision on 15 April 2025, the January 2025 edition of FIFA RSTP shall apply on the basis of the transitional provision contained in Articles 26 and 29 of said FIFA Regulations. Swiss law shall be considered subsidiarily in case of lacuna in the various regulations of FIFA.

VIII. MERITS

A. The Main Issues

73. The Sole Arbitrator notes that the case concerns an employment related dispute between a football coach and a football association, hereunder if FCF was the Coach's employer, if the employment relationship was extended, and if it was terminated by FCF with just cause.

74. Consequently, the main issues to be resolved by the Sole Arbitrator are:

i. Shall the case be dismissed as a consequence of FCF's claim that it did not have standing to be sued?

ii. Did the Parties agree to extend the employment relationship beyond the initial term, and if so, for how long?

iii. Did FCF unilaterally terminate the employment relationship between the Parties, and if it did, what are the consequences thereof?

75. Before turning to these issues, the Sole Arbitrator notes that the Parties have different views concerning the facts of the case. In this regard, Article 8 of the Swiss Civil Code provides with respect to burden of proof that: "*Unless the law provides otherwise, each party shall prove the facts upon which it relies to claim its right*."

76. This principle has been applied in previous CAS awards, hereunder in the case CAS 2020/A/6796 (paragraph 98) where the panel stated as follows:

"*[I]n CAS arbitration, any party wishing to prevail on a disputed issue must discharge its burden of proof, i.e. it must meet the onus to substantiate its allegations and to affirmatively prove the facts on which it relies with respect to that issue, In other words, the party which asserts facts to support its rights has the burden of establishing them (…). The Code sets forth an adversarial system of arbitral justice, rather than an inquisitorial one. Hence, if a party wishes to establish some fact and persuade the deciding body, it must actively substantiate its allegations with convincing evidence*".

77. In this respect, pursuant to Article 8 of the Swiss Civil Code, it is the party that wishes to establish a fact that has the burden of proving the alleged fact that it relies its claim upon.

i. FCF's claim that the case must be dismissed as FCF did not have standing to be sued

78. In its appeal, FCF has requested that CAS declares the claim from the Coach inadmissible due to FCF lack of standing to be sued in the matter.

79. The Sole Arbitrator notes that FCF, in the proceedings before FIFA PSC, did not raise the issue of FCF's lack of standing to be sued in the matter.

80. As a starting point the Sole Arbitrator notes that pursuant to Article R57 paragraph 1 of the Code, the panel has "full power to review the facts and the law", as CAS appeals arbitration procedures require a de novo review of the merits of the case.

81. However, according to well-established CAS case-law, the de novo power of review of a panel is limited by the principle of estoppel/venire contra factum. In the case CAS 98/200, which has been referred to by numerous CAS panels, CAS acknowledged and defined the principle as follows (paragraph 60):

"*The doctrine of venire contra factum proprium […] provides that where the conduct of one party has led to the legitimate expectations on the part of a second party, the first party is estopped from changing its course of action to the detriment of the second party*."

82. Applying this principle to the case at hand, FCF is estopped from changing its course of action, i.e. claiming, in the appeal proceedings before CAS, that it does not have standing to be sued after failing to make such claim in the first instance proceedings before FIFA PSC, if its conduct has led to a legitimate expectation from the Coach that FCF has will not contest that it has standing to be sued.

83. CAS 2015/A/3883 (paragraph 52 et seq.) shows how a party is estopped from objecting to the jurisdiction of a first instance dispute resolution body in the proceedings before CAS, when the party never raised such an objection in the first instance proceedings:

"*In the present case, the Club's inaction before the SAFF as well as its participation in the DRC proceedings without objecting to its jurisdiction precludes it from contesting jurisdiction in the present proceedings before CAS*."

84. The Sole Arbitrator holds that FCF, by failing to object to FCF's lack of standing to be sued during the proceedings before FIFA PSC, induced legitimate expectations on the Coach that FCF had accepted that it had standing to be sued, and should therefore be estopped from seeking to change its position at this stage to the detriment of the Coach.

85. Notwithstanding the above, the Sole Arbitrator notes that the de novo power of review of a panel cannot be construed as being wider than that of the appellate body, as held by the panels in cases CAS 2010/A/2090 paragraph 40, CAS 2007/A/1426 paragraph 22 et seq and CAS 2007/A/1396 & 1402 paragraph 45.

86. The view is supported in legal doctrine, as stated by MAVROMATI/REEB, The Code of the Court of Arbitration for Sport: Commentary, Cases and Materials Second Edition 2025, p. 561 and 562):

"*Evidently, such de novo review cannot be construed as being wider than the power of the body that issued the decision appealed against or its scope and the general limits of Article 190 paragraph 2 of the PILA (and in particular the principle of ne ultra petita) should be respected*."

87. The view that CAS panels may only review the issues addressed in the appealed decision, was addressed by the panel in CAS 2009/A/1944 paragraph 10, which stated as follows:

"*As a general principle, the Panel has full power to review the facts and the law (article R57 of the CAS Code) but, under this provision, the Panel's scope of review is limited to the issues addressed in the appealed decision, in casu the FIFA AC Decision*."

88. The Sole Arbitrator concurs with the abovementioned considerations and holds that the Sole Arbitrator's scope of review is limited to the issues addressed in the Appealed Decision. Consequently, as FCF failed to raise the issue of FCF's lack of standing to be sued in the proceedings before FIFA PSC, it is precluded from doing so in the appeal proceedings before CAS.

89. Against this background, considering all the above circumstances, the Sole Arbitrator finds that FCF's claim that does not have standing to be sued must be rejected.

ii. Did the Parties agree to extend the employment relationship beyond the initial term, and if so, for how long?

90. The Sole Arbitrator notes that the Parties agree that they concluded the First Contract, for the term 23 August 2021 until 23 August 2023. However, the Parties disagree on whether the contractual relationship was extended beyond the initial term. Whilst the Coach claims that the Parties verbally agreed on an extension of the First Contract for the term September 2023 until August 2024 and then agreed to conclude the Second Contract on WhatsApp for the term September 2024 until August 2026, FCF disputes that the Parties agreed to extend the contractual relationship beyond the initial term agreed in the First Contract.

91. As a starting point, in accordance with Article 11 CO and established CAS jurisprudence, contracts may be concluded in different forms, written or oral, and remain legally enforceable. Such a view was confirmed in CAS 2013/A/3091, 3092 & 3093, where the Panel stated as follows:

"*The Panel considers that, absent any express rule to the contrary, an agreement between two parties does not have to follow any specific form and may, in fact, simply result, for example, from a verbal agreement (Article11 CO). However, parties opting to conclude non-written agreements may obviously face increased challenges in terms of proof*."

92. In CAS 2021/A/8114 the Sole Arbitrator stated as follows (paragraph 96):

"*Further, based on Swiss law, an employment contract can be validly concluded orally and does not need to consider any specific form as e.g., to be in writing. The Sole Arbitrator is satisfied to see that the Offer contained all essential elements like the date, the names of the Parties, the duration of the Employment Contract, the position of the Player as employee and the remuneration to be paid.*"

93. In light of the above and of the principle of burden of proof, as noted above, the Sole Arbitrator notes that contracts may, in principle, be concluded in different forms and remain legally enforceable, and that it is up to the Coach to demonstrate that the Parties had agreed on an extension of the contractual relationship beyond the initial term.

94. The Sole Arbitrator will first assess if the Coach has demonstrated that the Parties verbally agreed on an extension of the First Contract for the term September 2023 until August 2024.

95. In this regard, Article 3 of the First Contract stipulates that FCF was given a unilateral right to extend the contractual relationship between the Parties beyond the initial term. The Sole Arbitrator notes that Article 2 CO stipulates that a contract will be presumed to be binding if the parties have agreed on all the essential terms. As FCF's unilateral right to extend the First Contract was not subject to renegotiation of the terms, the only condition for an extension was that FCF executed its contractual right to do so.

96. The issue of whether the Parties verbally agreed on an extension of the First Contract must primarily be assessed based on the Parties' declaration of intent before the alleged extension of the initial term of the First Contract, and their behaviour after the expiration of the initial term of the First Contract, as held by the sole arbitrator in CAS 2017/A/5339 (paragraph 87):

"*In order to establish whether a contract has been entered into, who the parties to the contract are and what the exact scope of the contractual relationship is, the judge must interpret the parties' declarations of intent. At first, he must seek to discover the true and mutually agreed upon intention of the parties, if necessary empirically, on the basis of circumstantial evidence (Decision of the Swiss Federal Tribunal, 4A_155/2017, 12 October 2017, consid. 2.3; ATF 132 III 268 consid. 2.3.2, 131 III 606 consid. 4.1). To be taken into account are the content of the statements made – whether they are written or oral - and also the general context; i.e. all the circumstances, which could give an indication as to the real intention of the parties. Also relevant are the statements made prior to the conclusion of the contract as well as the subsequent events and conduct of the parties (ATF 118 II 365 consid. 1, 112 II 337 consid. 4a).*"

97. The Sole Arbitrator notes that there is little evidence on file that sheds light on the Parties' communication prior to the expiration of the initial term of the First Contract. With regards to the letter dated 20 March 2024, allegedly sent from the Minister of Promotion of Youth, Sports and Education of the Central African Republic to the Coach, where it was informed that the First Contract which initially expired on 20 August 2023, would not be renewed, the Sole Arbitrator finds the timing of the said letter rather odd, as the letter was sent seven months after the expiration of the initial term stipulated in the First Contract. In case FCF wanted to inform the Coach that the First Contract would not be renewed beyond its initial term, it would be natural to do so before the expiration of the initial term, not seven months after the expiration of the initial term. As such, the Sole Arbitrator holds that the said letter does not support a view that the Coach, prior to the expiration of the initial term, was informed that the First Contract would not be extended.

98. As such, it is not possible to determine if, and to what extent, the Parties expressed intention to extend First Contract, or if FCF intended to execute its right to unilaterally extend the First Contract.

99. However, it is clear that the Coach continued in a role as head coach for FCF also after the expiration of the initial term of the First Contract. A screenshot from the platform Transfermarkt shows that the Coach represented FCF in six official matches between 17 November 2023 and 10 June 2024, which clearly indicates that the Coach continued to perform his duties as coach for FCF during this period as if the First Contract had been extended. Furthermore, the Sole Arbitrator holds that FCF was fully aware that the Coach continued to perform his duties as head coach for FCF after the initial term of the First Contract, and that FCF did not object or in any way express that it did not approve that the coach continued to act as the head coach for FCF. FCF's behaviour in this regard clearly indicates that the Parties had agreed to extend the First Contract.

100. Against this background the Sole Arbitrator holds that the Coach has met his burden of proving that the Parties, in accordance with Article 3 of the First Contract, agreed to extend the contractual relationship until August 2024.

101. Having concluded that the Coach has met his burden of proving that the Parties agreed to extend the contractual relationship until August 2024, the Sole Arbitrator will assess if the Coach has met his burden of proving that the Parties agreed to conclude the Second Contract for the term September 2024 until August 2026. Such assessment must, in accordance with the principles expressed above, be based on the Parties' declaration of intent before the alleged conclusion of the Second Contract and their behaviour after the alleged conclusion of the Second Contract.

102. With regards to FCF's claim that, pursuant to Article 2 of Annexe 2 to the FIFA RSTP, a contract between a coach and a club or association must be written and signed, the Sole Arbitrator notes that the absence of a written or signed contract will not automatically result in the invalidity of an agreement between the parties. In CAS 2021/A/8114 the sole arbitrator stated as follows (paragraph 90):

"*The FIFA RSTP as well as the commentary to the FIFA RSTP confirm that in case the written form is not fulfilled, a player will not be considered as professional, but as amateur player in the sense of the FIFA RSTP. The FIFA RSTP does not state that a contract is invalid if it is not in writing. The Sole Arbitrator interprets this in the sense that the "written form" of an employment contract is not a condition for its validity, but only "for proof" to consider a player as a professional. In other words, the "written form" mentioned in Article 2 para. 2 of the FIFA RSTP is not a constitutive condition – touching on the validity of the contract – but "only" a declaratory condition, foreseen as a proof for a player to be a professional*."

103. However, in accordance with Article 1 CO, the conclusion of a contract requires a mutual expression of intent by the parties. In CAS 2020/A/6867 the panel stated as follows (paragraph 70):

"*in accordance with article 1 SCO, an agreement is a bilateral juridical act which implies the exchange of at least two expressions of intent, being it necessary that each party lets the other know, with all the precision required, that it wants to provoke a certain legal effect. An offer is not enough to provoke the legal effect described by*

the offeror, as the contract is only considered concluded if three supplementary pre-requisites are met: acceptance, reciprocity and concordance" (see CAS 2020/A/6867, paragraph 72, referring to THEVENOZ/WERRO, Code des obligations I, Art 1-529 CO, 2nd ed., Basle 2017, Art. 1 N 78 & 84)."

104. In July and August 2024 there was a dialogue between the Parties regarding the conclusion of the Second Contract. After FCF informed the Minister of Promotion of Youth, Sports and Education of the Central African Republic on 24 July 2024 that the Coach met all the requirements to extend the First Contract, a draft for the Second Contract was sent from FCF to the Coach on 7 August 2024, valid for 24 months. The Sole Arbitrator holds that the Coach's reply via WhatsApp the same day, where he informed FCF that he had reviewed the draft with his agent, where he stated that "it's ok for us", must be considered as an unconditional acceptance of FCF's offer to extend the contractual relationship between the Parties.

105. Furthermore, the Parties' mutual intention to conclude the Second Contract is underlined by the letter sent by the Minister of Promotion of Youth, Sports and Education of the Central African Republic 22 August 2024 to the Coach, where he informed the Coach that his application for the position at FCF had been accepted, and that the Coach was invited to Bangui to complete the recruitment formalities and sign the contract. The said letter clearly indicates that the Parties had reached a mutual agreement to conclude the Second Contract.

106. Moreover, the Sole Arbitrator notes that the Coach travelled to Central African Republic on 31 August 2024, where he served as head coach of FCF in 4 matches of the Africa Cup of Nations Qualifiers 2025 played between 5 September 2024 and 15 October 2024. The Coach's official role as head coach during this period, which FCF was fully aware of and did not object to, clearly implies that the Parties had agreed to conclude the Second Contract.

107. Against this background the Sole Arbitrator holds that the Coach has met his burden of proving that the Parties had concluded the Second Contract, for the term September 2024 until August 2026.

108. Consequently the Sole Arbitrator holds that the Parties agreed to extend the contractual relationship, initially for the term 23 August 2021 until 23 August 2023, until August 2026.

iii. Did FCF unilaterally terminate the employment relationship between the Parties, and if it did, what are the consequences thereof?

109. The Sole Arbitrator notes that it is undisputed that the Coach was no longer employed by FCF as from early November 2024. However, whilst the Coach claims that FCF unilaterally terminated the contractual relationship between the Parties without just cause, by replacing the Coach with a new coach, FCF claims that the contractual relationship between the Parties ended when the First Contract expired on 23 August 2023.

110. As the Sole Arbitrator has concluded that the Parties mutually agreed to extend the First Contract until August 2026, the termination of the contractual relationship must be seen as a consequence of FCF hiring a new head coach on 3 November 2024, replacing the Coach, as concluded in the Appealed Decision.

111. Article 4 (1) of Annexe 2 to the FIFA RSTP provides that a contract between a professional club or association and a coach may be terminated by either party without the payment of compensation where there is just cause.

112. The Sole Arbitrator holds that FCF's unilateral termination of the Second Contract, by replacing the Coach with a new head coach, lacks just cause. Such a view is supported by CAS 2014/A/3463 & 3464, where the sole arbitrator stated as follows (paragraph 69):

"*By offering Mr Maqueda's position to Mr Ahmed Sary, the Appellant prevented Mr Maqueda to perform the task for which he was hired and, therefore, breached the employment agreement unilaterally and prematurely, without just cause*."

113. Furthermore, the Sole Arbitrator notes that FCF has not disputed the Coach's claim that it was not entitled to unilaterally terminate the contractual relationship between the Parties. Consequently, the Sole Arbitrator holds that FCF's did not have just cause to unilaterally terminate of the contractual relationship between the Parties.

114. Having determined that FCF's termination of the contractual relationship between the Parties was unjustified, it is now up to the Sole Arbitrator to determine the consequences thereof.

115. Firstly, in accordance with the principle of *pacta sunt servanda*, the Coach is entitled to the amount owed to him by the FCF at the time it unilaterally terminated the Second Contract, i.e. on 3 November 2024. In this regard, the Sole Arbitrator notes that the contractual agreed monthly salary was XAF 5,000,000 net. When FCF terminated the Second Contract, the Coach had been employed by FCF for 38 months, i.e. for the period August 2021 until October 2024. Consequently, the total amount the Coach was entitled to receive during his employment at FCF was XAF 190,000,000, corresponding to 38 monthly salaries of XAF 5,000,000. However, during his employment at FCF, the Coach admitted having received XAF 100,000,000 in salaries.

116. Consequently, the Sole Arbitrator holds that when the Second Contract was terminated, FCF had failed to pay 18 monthly salaries of XAF 5,000,000 in the total amount of XAF 90,000,000, and the Sole Arbitrator holds that the Coach is entitled to the said amount. Consequently, the Coach is entitled to XAF 90,000,000 as outstanding remuneration.

117. Secondly, the Coach is in principle entitled to compensation pursuant to Article 6 (2) of Annexe 2 to the FIFA RSTP, as FCF terminated the contractual relationship without just cause.

118. The compensation for breach of the Second Contract to be paid to the Coach by FCF is to be determined in accordance with Article 6 (2) of Annexe 2 to the FIFA RSTP, which provides as follows:

"*Compensation due to a coach*

a) In case the coach did not sign any new contract following the termination of their previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated.

b) In case the 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 (the "Mitigated Compensation"). Furthermore, and subject to the early termination of the contract being due to overdue payables, in addition to the Mitigated Compensation, the coach shall be entitled to an amount corresponding to three monthly salaries (the "Additional Compensation"). In case of egregious circumstances, the Additional Compensation may be increased up to a maximum of six monthly salaries. The overall compensation may never exceed the residual value of the prematurely terminated contract. […]"

119. Article 6 (2) of Annexe 2 to the FIFA RSTP provides a clear method of calculation. In essence, if a coach has not signed with a new employer, the coach shall be entitled to an amount equaling the remuneration for the remainder of the contract if such contract had been performed until its expiry. If the coach has signed a contract with a new employer, these salaries shall be deducted from the compensation.

120. The positive difference between the value of the old contract and the new contract in the corresponding time frame, is defined as "*mitigated compensation*". In addition to the mitigated compensation, the coach will automatically be entitled to three months' salary, defined as "*additional compensation*". Moreso, if the coach can establish egregious circumstances, the additional compensation may be increased from three up to maximum six-monthly salaries, although the overall compensation may never exceed the remaining value of the prematurely terminated contract.

121. The monthly salaries of XAF 5,000,000 net for the remainder of the Contract shall be calculated from November 2024 until August 2026, i.e. 22 months, corresponding to a total amount of XAF 110,000,000 net. In other words, the residual value of the Contract amounts to XAF 110,000,000 net.

122. After the termination of the Second Contract, the Coach has not signed a new employment. Consequently, no amount shall be deducted from the residual value of the Contract.

123. In addition, also in accordance with Article 6 (2) of Annexe 2 to the FIFA RSTP, the Coach is, in principle, entitled to three monthly salaries as "*additional compensation*". However, since the overall compensation may never exceed the residual value of the prematurely terminated contract, such additional compensation shall not be awarded.

124. In light of the above, the Coach is entitled to the following amounts:

- XAF 90,000,000 as outstanding remuneration;
- XAF 110,000,000 as compensation for breach of contract without just cause.

125. The Sole Arbitrator observes that the Coach requests CAS to adopt an award confirming the Appealed Decision. In the Appealed Decision, the Coach is awarded an interest of 5% per annum as from 2 November 2023 for the amount corresponding to outstanding remuneration, and as from 3 November 2024 for the amount corresponding to compensation for breach of contract without just cause. Interest rate is not regulated in the contractual relationship or in any regulations referred to by the Parties.

126. Article 73 CO provides as follows:

"*Where an obligation involves the payment of interest but the rate is not set by contract, law or custom, interest is payable at the rate of 5% per annum*".

127. The interest rate defined in the abovementioned Article coincides with the interest awarded to the Coach in the Appealed Decision.

128. FCF has not objected to application of this interest rate. Therefore, the Sole Arbitrator concludes that an interest rate of 5% per annum over the awarded amounts shall be awarded to the Coach.

B. Conclusion

129. Based on the foregoing, the Sole Arbitrator finds that:

- FCF's claim that it does not have standing to be sued is rejected.
- The Parties mutually agreed to extend the First Contract until August 2026.
- FCF was not entitled to unilaterally terminate the contractual relationship between the Parties.
- The Coach is entitled to a total amount of XAF 200,000,000 corresponding to XAF 90,000,000 as outstanding remuneration, and XAF 110,000,000 as compensation for breach of contract without just cause.
- The Coach is awarded an interest rate of 5% per annum over the awarded amounts.

130. As the conclusions of the Sole Arbitrator coincides with the operative part of the Appealed Decision, the Appealed Decision shall be confirmed, and the appeal shall be dismissed.

IX. COSTS

(…)

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ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 4 June 2025 by the Fédération Centrafricaine de Football against the decision passed on 15 April 2025 by the Player's Status Chamber of the Fédération Internationale de Football Association's Football Tribunal is dismissed.

2. The decision passed on 15 April 2025 by the Player's Status Chamber of the Fédération Internationale de Football Association's Football Tribunal is confirmed.

3. (…).

4. (…).

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

Seat of arbitration: Lausanne, Switzerland
Date: 14 January 2026

THE COURT OF ARBITRATION FOR SPORT

Espen Auberg
Sole Arbitrator