TAS / CAS
TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

CAS 2025/A/11635 Laurentiu Aurelian Reghecampf v. Espérance Sportive de Tunis
CAS 2025/A/11636 Espérance Sportive de Tunis v. Laurentiu Aurelian Reghecampf

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Benoît Pasquier, Attorney-at-law in Zurich, Switzerland

between

Laurentiu Aurelian Reghecampf, Romania
Represented by Mr. Josep Francesc Vandellos Alamilla and Mr. Saksham Samarth, both attorneys-at-law, Spain

and

Espérance Sportive de Tunis, Tunisia
Represented by Mr. Walid Ben Salah, Attorney-at-law at Cabinet d'avocats Ben Salah, Tunisia

I. INTRODUCTION

1. These consolidated appeals are brought respectively by Mr. Laurentiu Aurelian Reghecampf. and Espérance Sportive du Tunis, against the decision rendered by the Players' Status Chamber (the "FIFA PSC") of the Fédération Internationale de Football Association ("FIFA") Football Tribunal on 24 June 2025 regarding an employment-related dispute arisen between the parties.

II. PARTIES

2. Mr. Laurentiu Aurelian Reghecampf (the "**Coach**") is a professional football coach of Romanian nationality, who is currently employed by the club Al-Hilal SC (Sudan).

3. Espérance Sportive de Tunis (the "**Club**") is a professional football club based in Tunis, Tunisia. The Club currently competes in the Tunisian Professional League 1 and is affiliated with the Tunisian Football Federation (the "**FTF**"), which in turn is a member of the *Fédération Internationale de Football Association* ("**FIFA**").

4. The Coach and the Club are jointly referred to as the "**Parties**".

III. FACTUAL BACKGROUND

5. Below is a summary of the main relevant facts and allegations based on the Parties' written and oral submissions and documentation produced in this appeal. Additional facts and allegations may be set out, where relevant, in connection with the further legal discussion. 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 this Award only to the submissions and evidence he considers necessary to explain its reasoning.

A. The Employment Contract

6. On 5 November 2024, the Coach signed a fixed-term employment contract with the Club, valid from 5 November 2024 until 30 June 2026 (the "**Contract**"). The Contract was drafted and signed both in French and English. As the language of these proceedings is English and as the content and wording of the relevant clauses of the Contract are not contested between the Parties, the English version of the Contract will be referred to in this Award.

7. According to Clause 3.1 of the Contract, the Club undertook to pay the Coach a monthly salary in the amount of EUR 35,000 net, payable in Tunisian Dinars. The relevant provision reads as follows:

> *"3.1 - Salary During the term of this contract, the Coach will receive a monthly salary equivalent to thirty-five thousand euros (€35,000) net payable in Tunisian dinars."*

8. Clause 3.2 of the Contract provides for various bonuses. In particular, Clause 3.2.1 stipulates match bonuses of EUR 2,000 per official match won, and Clause 3.2.3 stipulates title bonuses. Clause 3.2.3 further read as follows:

> *"3.2.3 - Title Bonuses: The Coach is entitled to:*

- *Two (2) months' salary in case of winning the CAF Champions League;*
- *One (1) month's salary in case of winning the national championship;*
- *One (1) month's salary in case of winning the Tunisia Cup;*
- *One (1) month's salary in case of winning the Arabic Cup. All payments (salaries & bonuses) will be made in Tunisian dinars at the official exchange rate set by the Central Bank of Tunisia on the date of signing.*

The payment of all these amounts (salaries & bonuses of all types) shall be made in Tunisian dinars at the official exchange rate of the Central Bank of Tunisia, as set on the date of signature hereof."

9. Clause 3.3 of the Contract provides for certain benefits at the Club's expense, including accommodation in Tunis or its suburbs, a car, and one executive round-trip air ticket per sports season Tunis-Bucharest-Tunis for the Coach and his family members (wife and one child).

10. Clause 6 of the Contract (the "**Termination Clause**") provides that the Contract may be terminated by the Club in the event of gross misconduct by the Coach. The relevant provision reads as follows:

*"**Article 6: Termination Clause***

This contract may be terminated by the Club in the event of gross misconduct by the Coach, with notification via registered mail with acknowledgment of receipt.

Gross misconduct includes, but is not limited to:

a) Absence without valid reason or desertion of the Club's activities (training, camps, matches);

b) Negligence in fulfilling his obligations;

c) Any behavior incompatible with the status of a professional coach."

11. Clause 7 of the Contract (the "**Penalty Clause**") provides for compensation in the event of unilateral termination and reads as follows:

*"**Article 7: Penalty Clause***

The parties agree that any unilateral termination of this contract will result in compensation equal to two (2) months' salary, payable by the terminating party to the other.

This indemnity will be paid in Tunisian dinars at the official exchange rate set by the Central Bank of Tunisia on the date of signing.

This clause does not preclude an agreement between the Parties for different termination conditions."

12. Clause 12 of the Contract provides that any dispute regarding the execution or interpretation of the Contract shall fall under the exclusive jurisdiction of FIFA.

B. Performance of the Contract and termination

13. Following the conclusion of the Contract, the Club duly paid the Coach's remuneration in accordance with the agreed terms.

14. On 17 March 2025, the Club sent a termination letter to the Coach via email, terminating the employment relationship with immediate effect, without mentioning any reason for the termination. The Club stated that it would pay the termination penalty in the amount of two months' salary (EUR 70,000) pursuant to the Penalty Clause set forth in Article 7 of the Contract.

15. On the same day, the Coach responded that he did not recognise the termination as he considered it unjustified based on Clause 7 of the Contract and granted the Club a deadline of 48 hours to rectify the breach and reinstate him immediately.

16. The Club did not react to the Coach's injunction and paid him the sum of EUR 70,000 corresponding to two months' salary, and that the Coach received this payment.

17. On 31 March 2025, the Coach's counsel informed the Club that the acceptance of the cheque by the Coach did not amount to the latter's acceptance of the validity of Clause 7 of the Contract, confirming that the termination was without just cause and that legal proceedings would be initiated should the Club not rectify the situation.

C. Post-termination events

18. At the time of the termination on 17 March 2025, the Club was leading the Tunisian championship in the season 2024/2025. After the termination, the Club:

- won the Tunisian national championship on 11 May 2025; and
- won the Tunisia Cup on 1 June 2025.

19. On 3 April 2025, the Coach requested that the Club upgrade the flight ticket provided by the Club from economy to business class, in accordance with Clause 3.3 of the Contract.

20. On or around 7 August 2025, the Coach signed a new employment contract with Al Hilal SC (Sudan). The total remuneration of the Coach under this contract, as confirmed in these proceedings, is EUR 47,000.

IV. PROCEEDINGS BEFORE THE PLAYERS' STATUS CHAMBER OF THE FIFA FOOTBALL TRIBUNAL

21. On 8 April 2025, the Coach filed a claim before the FIFA Players' Status Chamber ("FIFA PSC"), seeking, inter alia, (i) compensation corresponding to the residual value of the Contract, (ii) title bonuses including those for the national championship, the Tunisia Cup and other tournaments, (iii) reimbursement of travel expenses, and (iv) moral damages.

22. On 8 May 2025, the Club filed its response before the FIFA PSC.

23. On 9 May 2025, the submission phase of the proceedings ended and the FIFA PSC invited the Coach to inform FIFA about his employment situation.

24. On 13 May 2025, the Coach confirmed that he had not been employed since the termination by the Club. Additionally, the Coach submitted evidence that the Club had won the national championship on 11 May 2025.

25. On 29 May 2025, the Club confirmed having won the national championship but reiterated that a conditional bonus is dependent on the contractual relationship being ongoing at the time that the condition is met.

26. On 2 June 2025, the Coach submitted evidence that the Club had won the Tunisia Cup. On the same day, the Club responded stating that "*notwithstanding the PSC's position to admit such documents",* the Club's first match in the Tunisia Cup was played on 16 April 2025, which is one month after the termination of the Contract.

27. On 24 June 2025, the FIFA PSC rendered its decision (the " **Appealed Decision** ").

28. On 11 July 2025, FIFA notified the grounds of the Appealed Decision to the Parties.

29. In essence, the FIFA PSC found that the Club had terminated the Contract without just cause, as neither of the conditions for termination under Article 6 of the Contract (gross misconduct) were met, nor had any other valid reason been provided. The FIFA PSC further found that Clause 7 of the Contract (the Penalty Clause) could not be applied, as it would deprive the Coach of adequate compensation and would be contrary to the principle of contractual stability. Consequently, the FIFA PSC calculated compensation based on the residual value of the Contract in accordance with Article 6 of Annex 2 of the FIFA Regulations on the Status and Transfer of Players (the " **FIFA RSTP** "). The FIFA PSC rejected the Coach's claims for bonuses relating to the national championship and the Tunisia Cup, as these titles were won after the termination and the Coach was no longer employed by the Club at the time the conditions were fulfilled. Finally, the FIFA PSC upheld the Coach's claim for reimbursement of flight expenses.

30. The operative part of the Appealed Decision reads as follows:

> "*1. The claim of the Claimant, Laurentiu-Aurelian Reghecampf, is partially accepted.*
>
> *2. The Respondent, Esperance Sp. De Tunis, must pay to the Claimant the following amount(s):*
>
> - ***EUR 470,806.45 net as compensation for breach of contract**, payable in TND at the official exchange rate set by the Central Bank of Tunisia on the date of signing the "Engagement Contract - Coach", plus 5% interest per annum as from 17 March 2025 until the date of effective payment.*
>
> - ***TND 7,778 net as reimbursement** plus 5% interest per annum as from 4 April 2025 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.

3. 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. 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."

V. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

A. Introduction

31. In parallel to the present consolidated proceedings (CAS 2025/A/11635 and CAS 2025/A/11636), the CAS Court Office also handled three related cases: CAS 2025/A/11637, CAS 2025/A/11638, and CAS 2025/A/11639. These cases involve members of the Coach's technical staff who were also terminated by the Club on 17 March 2025 and who filed claims before FIFA arising from the same circumstances. For reasons of procedural efficiency, the CAS Court Office coordinated the procedural calendar of all five cases, including uniform filing deadlines, a single hearing date, and the appointment of the same Sole Arbitrator. However, only CAS 2025/A/11635 and CAS 2025/A/11636 were formally consolidated pursuant to Article R52 of the CAS Code, as they constitute cross-appeals arising from the same FIFA decision (ref. FPSD-18882) concerning the Coach. Cases CAS 2025/A/11637, CAS 2025/A/11638, and CAS 2025/A/11639 are the subject of separate arbitral awards.

B. Statements of Appeal

32. On 1 August 2025, the Coach and the Club filed Statements of Appeal with CAS against the Appealed Decision, in accordance with Article R47 et seq. of the Code of Sports-related Arbitration (the "**CAS Code**"). The Parties agreed to submit this matter to a Sole Arbitrator.

C. Further proceedings and consolidation

33. On 14 August 2025, upon consultation with the Parties, the CAS Court Office informed them that the proceedings CAS 2025/A/11635 and CAS 2025/A/11636 would be consolidated in accordance with Article R52 of the CAS Code.

34. On 15 September 2025, the Coach filed his Appeal Brief in case CAS 2025/A/11635 and the Club filed its Appeal Brief in case CAS 2025/A/11636. The Club's Appeal Brief included a request for document production relating to the Coach's subsequent employment contract with Al Hilal SC (Sudan).

35. On 14 October 2025, the Club filed its Answer in case CAS 2025/A/11635.

36. On 27 October 2025, the CAS Court Office informed the Parties that Mr Benoît Pasquier, attorney-at-law in Zurich, Switzerland, had been appointed as Sole Arbitrator by the President of the CAS Appeals Arbitration Division. The Parties were reminded of their right pursuant to Article R34 of the CAS Code to challenge the arbitrator.

37. On 29 October 2025, the Coach filed his Answer in case CAS 2025/A/11636.

38. On 11 November 2025, on behalf of the Sole Arbitrator, the CAS Court Office invited the Coach to provide the documents requested by the Club in its Appeal Brief or to provide his comments thereto by 18 November 2025.

39. On 19 November 2025, upon consultation with the Parties, the CAS Court Office informed them that, pursuant to Article R57 of the CAS Code, the Sole Arbitrator had decided to hold a hearing by videoconference.

40. On 8 January 2026, the CAS Court Office provided the Order of Procedure to the Parties. The Order of Procedure was duly signed by the Parties.

41. On 15 January 2026, the Coach provided Swiss legal doctrine on which he intended to rely during the hearing.

42. On 19 January 2026, the Club objected to the production of the Swiss doctrine by the Coach.

43. On 20 January 2026, the CAS Court Office, on behalf of the Sole Arbitrator, informed the Parties that the Swiss doctrine filed by the Coach on 15 January 2026 was admissible and that the reasons for this decision would be provided in the Award.

44. On 21 January 2026, a hearing was held by videoconference. At the hearing, the Parties had the opportunity to present their cases, submit their arguments and answer questions from the Sole Arbitrator. The following persons attended the hearing:

For the Coach:

- Mr Laurentiu Aurelian Reghecampf, Coach
- Mr Josep Francesc Vandellos Alamilla, Counsel
- Mr Saksham Samarth, Counsel

For the Club:

- Mr Walid Ben Salah, Counsel

For CAS:

- Mr Benoît Pasquier, Sole Arbitrator
- Ms Amelia Moore, Counsel to the CAS

45. At the end of the hearing, the Parties confirmed that their right to be heard had been respected.

46. On 24 February 2026, the Coach submitted via email a copy of the award *CAS 2024/A/10666 Vedran Naglić v. Al Shabab Football Club* (the "Naglić Award") which was recently published, issued on 22 December 2025, noting that said award was relevant for these proceedings. The Coach also mentioned that the filing of CAS jurisprudence "*is permissible and does not amount to supplementing one's argument or producing further evidence*".

47. On the same day, the CAS Court Office acknowledged receipt of the submission and noted that further instructions may follow from the Sole Arbitrator.

48. On 25 February 2026, the CAS Court Office, on behalf of the Sole Arbitrator, informed the Parties that the Naglić Award, being in the public domain, was admissible. The Club was invited to file its comments, if any, on this award by 2 March 2026.

49. On 2 March 2026, the Club filed its comments on the Naglić Award. In essence, the Club submitted that it does not support the position advanced by the Assistant Coach and that, on the contrary, its reasoning confirms the validity of the Club's position.

50. On 4 March 2026, the CAS Court Office acknowledged receipt of the Club's comments and transmitted them to the Sole Arbitrator for his consideration.

VI. SUBMISSIONS OF THE PARTIES

51. The following outline is a summary of the Parties' arguments and submissions which the Sole Arbitrator considers relevant to decide the present dispute and does not necessarily comprise each and every contention put forward by the Parties. The Sole Arbitrator has nonetheless carefully considered all the submissions made by the Parties, even if no explicit reference has been made in the following summary. The Parties' written and oral submissions, documentary evidence and the content of the Appealed Decision were all taken into consideration.

A. CAS 2025/A/11635: The Coach's Submissions

52. The Coach's submissions, as contained in his Appeal Brief dated 15 September 2025, may be summarised as follows:

- Article 13 of the FIFA RSTP reflects the principle of *pacta sunt servanda*, which requires contracts to be honoured and respected by the parties. By unlawfully terminating the Contract without just cause, the Club failed to honour its contractual obligations, prevented in bad faith the fulfilment of conditions triggering bonuses, and thereby caused loss to the Coach.

- Clause 3.2.3 of the Contract is drafted in clear and unconditional terms: the entitlement to receive a bonus arises automatically once the Club wins the relevant competition. There is no indication in the Contract that conditions the payment of such bonuses upon the

Coach's presence at the Club on the date of the title, nor upon his continued employment until the end of the season. The Appealed Decision erred by importing conditions into the Contract which are neither expressed nor implied by its wording.

- Under Swiss law, when a party in bad faith prevents the fulfilment of a contractual condition, that condition is deemed fulfilled. The Coach relies on CAS jurisprudence, particularly CAS 2009/A/1756 and CAS 2012/A/2874, to argue that all requisite conditions are met: (i) the existence of a condition (bonus upon winning); (ii) prevention of the condition's occurrence (premature termination); (iii) reprehensible behaviour (termination without just cause); (iv) violation of the good faith principle; and (v) a reasonable causal link (had the Club not terminated, the Coach would have remained in post and been entitled to the bonuses).

- Based on the principle of positive interest enshrined in Article 6 of Annex 2 of the FIFA RSTP and Article 337c(1) of the Swiss Code of Obligations "SCO"), the Coach is entitled to compensation in the form of damages including not only the loss of remuneration (as awarded in the Appealed Decision) but also other contractual benefits, namely the bonuses.

- The Appealed Decision was wrong to dismiss the bonus claim based on the Club's league position. At the time of termination, the Club was leading the national championship. In any event, Clause 3.2.3 does not impose any condition on the Club's position at the time of termination.

53. In his Appeal Brief, the Coach submitted the following requests for relief:

"1) To rule that the appeal is admissible.

2) To partially modify para. 2 of the Appealed Decision.

3) As a consequence of point 2 above and in addition to the amounts awarded by the Appealed Decision, to order the Respondent to pay the Appellant the following amounts:

a. EUR 35,000 net (thirty-five thousand euros) for winning the national championship under Clause 3.2.3 of the Contract along with interest of 5% p.a. as from 11 May 2025 until the date of effective payment;

b. EUR 35,000 net (thirty-five thousand euros) for winning the Tunisia Cup under Clause 3.2.3 of the Contract along with interest of 5% p.a. as from 1 June 2025 until the date of effective payment.

4) As an alternative to point 3 above, to award any other amount that the Sole Arbitrator deems fit based on the evidence on the file.

5) In all cases to order the Respondent to pay the entire costs and expenses relating to the present arbitration proceedings.

6) In all cases to order the Respondent to pay the Appellant a contribution towards his legal costs incurred by him as a result of these arbitration proceedings in an amount to be determined at the discretion of the Sole Arbitrator."

B. CAS 2025/A/11635: The Club's Submissions

54. The Club's submissions, as contained in its Answer dated 14 October 2025, may be summarised as follows:

- The bonuses under Clause 3.2.3 are conditional entitlements tied to the Club winning the specified competitions. No clause provides for vesting after termination, pro-rata entitlements, or survival of rights once the employment relationship ends. Interpreting the contract in good faith pursuant to Article 18 CO leads to the conclusion that the condition must occur while the Coach is still the Club's employee. At the termination date (17 March 2025), neither title had been won; indeed, the Tunisia Cup had not yet begun.

- Article 156 CO is a narrow, exceptional remedy that applies only where the obligor intentionally and in bad faith prevents the condition from materialising. The Club took a legitimate sporting decision to change coaching leadership at a time when no title had been won. Later victories under a new technical staff do not retroactively vest bonuses or demonstrate bad faith. The termination was not made to prevent the Coach from receiving bonuses but for legitimate sporting reasons. Indeed, the Club's subsequent success could be attributed to the change in technical leadership.

- The principle of positive interest under Article 337c(1) CO aims to place the aggrieved party in the financial position they would have occupied had the contract been properly performed, not to create new entitlements disconnected from actual performance. The Coach must prove not only the hypothetical continuation of employment but also that the contractual condition would have been fulfilled but for the employer's wrongful act.

- Clause 7 of the Contract expressly regulates the financial consequences of early termination and establishes a reciprocal indemnity of two months' salary. The Club complied fully with this clause. The Coach accepted the EUR 70,000 payment, which constitutes acknowledgment of Clause 7 as a full and final discharge of financial obligations. Based on the principle of *venire contra factum proprium*, the Coach is estopped from subsequently asserting inconsistent claims.

- Awarding the Coach bonuses for titles achieved months after his departure, under different technical leadership and without his contribution, would amount to unjust enrichment contrary to Swiss law and FIFA jurisprudence.

55. In its Answer, the Club submitted the following requests for relief:

"1. Dismiss the appeal in its entirety as unfounded;

2. Order that all arbitration costs related to this proceeding be borne by the Appellant;

3. Order the Appellant to contribute to the Respondent's legal fees and other expenses incurred in connection with this arbitration, in an amount to be determined at the Panel's discretion."

C. CAS 2025/A/11636: The Club's Submissions

56. The Club's submissions, as contained in its Appeal Brief dated 15 September 2025, may be summarised as follows:

- Clause 7 of the Contract, entitled "Penalty Clause", reflects the fundamental principle of contractual autonomy. Both Parties, duly advised and represented, freely negotiated and accepted this mechanism as a balanced and predictable solution in case of early termination. CAS jurisprudence and Swiss contract law require that agreements freely entered into be respected (*pacta sunt servanda*).

- Article 6(2) of Annex 2 of the FIFA RSTP expressly provides that "*unless otherwise provided for in the contract, compensation* [...] *shall be calculated as follows*". By incorporating Clause 7, the Parties deliberately exercised their right to provide otherwise. The regulatory framework makes clear that where parties have expressly agreed on compensation payable in the event of early termination, that contractual provision takes precedence over the default residual-value calculation.

- Clause 7 is unequivocally reciprocal: it imposes an identical two-month salary compensation on whichever party is responsible for early termination. It is not a unilateral "potestative" clause favouring one side. CAS jurisprudence distinguishes between one-sided potestative clauses (invalid) and mutual liquidated damages provisions (valid). Clause 7 falls within the latter category.

- The agreed compensation (EUR 70,000) is reasonable and proportionate. The Coach is a seasoned professional with extensive international experience who was fully capable of appreciating the implications of Clause 7 when signing the Contract. The Club relies on CAS 2024/A/10289, where an almost identically worded clause was upheld as valid and proportionate.

- The Coach signed a new employment contract with Al Hilal SC (Sudan) in August 2025. This new development, not available at the time of the FIFA proceedings, demonstrates that the Coach did not remain unemployed for the entire residual period. The income received under his Al Hilal contract must be taken into account to mitigate any damages.

- The award of TND 7,778 plus interest should be annulled. Clause 3.3 of the Contract entitled the Coach to one executive round-trip ticket per season, to be arranged by the Club, not reimbursement for self-arranged upgrades. The Club offered alternative business-class options which the Coach declined. The Coach voluntarily chose to pay the upgrade difference and cannot shift that personal decision onto the Club.

57. In its Appeal Brief, the Club submitted the following requests for relief:

"1. The Appeal of Esperance Sportive de Tunis is admissible.

2.The Appeal of Esperance Sportive de Tunis is upheld.

3. Set aside in full the decision of the FIFA Players' Status Chamber (PSC) rendered on June 24, 2025 (ref. FPSD-18882).

4. Ruling de novo, the Sole Arbitrator finds that:

a. *Uphold the validity and enforceability of Clause 7 of the Employment Contract between the Appellant and the Respondent, and confirm that the Coach is entitled only to compensation equivalent to two months' salary (EUR 70,000), which has already been duly paid.*

b. *Reject the Respondent's claim for additional compensation beyond Clause 7 as unfounded and contrary to the principles of contractual stability, pacta sunt servanda, and Annex 2 of the FIFA RSTP.*

c. *Annul the award of TND 7,778 plus interest for the alleged reimbursement of travel expenses, as lacking a contractual or evidentiary basis.*

d. *In the alternative, and should CAS find that compensation is due beyond Clause 7, recalculate such compensation strictly in accordance with Annex 2 of the FIFA RSTP, deducting all amounts earned or reasonably capable of being earned by the Respondent under his subsequent employment.*

5. Order the Respondent to bear all costs of the arbitration, including the CAS administrative and procedural fees, and to reimburse the Appellant for its legal fees and expenses incurred in connection with these proceedings."

D. CAS 2025/A/11636: The Coach's Submissions

58. The Coach's submissions, as contained in his Answer dated 29 October 2025, may be summarised as follows:

- Article 7 allows the Club to terminate the Contract early without just cause and without paying substantial compensation. This disproportionately favours the Club and puts the Coach in a worse position even when the Contract is terminated in the absence of any contractual infringement by the Coach. The FIFA Football Tribunal has consistently held that such clauses must be balanced, reciprocal, and proportionate to the potential loss.

- Contract was drafted entirely by the Club using a standard-form document. The Coach was not represented by legal counsel at the time of signing. No evidence has been produced by the Club to the contrary. These circumstances render the clause unbalanced and contrary to the principle of contractual stability.

- The residual value of the Contract at termination was EUR 540,806.45, meaning Clause 7 would deprive the Coach of approximately 80% of his total contractual entitlement. This is manifestly disproportionate and contrary to Article 337c SCO, which provides that in cases of unjustified termination, the employee is entitled to what he would have earned until natural expiry. Citing CAS jurisprudence (CAS 2016/A/4605, CAS 2020/A/7011), the Coach argues that such clauses are null and void where they give the employer undue control over the employee.

- The case CAS 2024/A/10289 referred to by the Club is distinguishable to the case at hand: (i) the Coach in this case was legally represented; (ii) both parties negotiated the clause "after long negotiation"; (iii) both parties found and wrote that the amount was "fair and

proportionate"; and (iv) the contract had a relatively short duration (10 months). None of these conditions apply in the present case. The Contract had a duration of 20 months (compared to 11 months in CAS 2024/A/10289), and the ratio of liquidated damages to residual value is 1:7.7 (compared to 1:4 in Hajer).

- The Coach cites multiple FIFA PSC decisions where two-month compensation clauses in one-season contracts were held to be disproportionate and disregarded.

- The Coach did not accept the EUR 70,000 payment without reservation. On 28 March 2025, upon receiving the cheque, the Coach protested in writing that the payment did not amount to acceptance of the validity of Article 7. His counsel also formally objected by letter dated 31 March 2025.

- The Coach acknowledges his subsequent employment with Al Hilal SC (Sudan) and provides a calculation for mitigated compensation. Based on his new contract (EUR 9,000 net monthly salary), the deductible amount is EUR 47,000 (salary for five months from 7 August 2025 to 6 January 2026, less deferred salary of EUR 2,000). Accordingly, the mitigated compensation amounts to EUR 423,806.45 net (EUR 470,806.45 minus EUR 47,000).

- The Club failed to provide the contractual benefit of a business-class ticket as required by Clause 3.3 of the Contract. The Coach was justified in upgrading at his own expense. The reimbursement of TND 7,778 is fair, proportionate, and in full conformity with *pacta sunt servanda*.

59. In his Answer, the Coach submitted the following requests for relief:

"1) Dismiss and reject the appeal lodged by the Appellant against the FIFA Players' Status Chamber decision dated 24 June 2025 (ref. no. FPSD-18882).

2) To confirm and uphold the FIFA Players' Status Chamber decision of June 24, 2025 (ref. no. FPSD-18882) in relation to the compensation for the termination of Contract without just cause less mitigation.

3) Based on para. 2 above, to order the Appellant to pay the Respondent an amount of EUR 423,806.45 net (four hundred twenty-three thousand eight hundred six euros and forty-five cents) along with an interest of 5% p.a. as from 17 March 2025 until the date of effective payment.

4) To confirm the Appealed Decision on the flight reimbursement claim.

5) In all cases to order the Appellant to pay the entire costs and expenses relating to the present arbitration proceedings.

6) In all cases to order the Appellant to pay the Respondent a contribution towards his legal costs incurred by him as a result of these arbitration proceedings in an amount to be determined at the discretion of the Sole Arbitrator."

E. The Naglić Award

60. As previously mentioned, the Coach's submitted on 24 February 2026 the award *CAS 2024/A/10666 Vedran Naglić v. Al Shabab Football Club*, which he considered as being relevant to the present proceedings.

61. In its comments on the Naglić Award filed on 2 March 2026, the Club submits the following:

- The reasoning in that case, when properly understood, confirms the validity of the Club's position.
- The Sole Arbitrator in the Naglić Award assessed the validity of the compensation clause in light of the overall contractual equilibrium, which supports the Club's approach.
- The contracts concluded with the Coach provided for substantial financial advantages, in particular a monthly salary of approximately EUR 35,000, which formed part of the economic balance negotiated between the parties.
- The present case shall be distinguished from the Naglić Award on the basis that: (i) the contractual imbalance identified in the Naglić Award was reinforced by a specific clause entitling the club to claim the entire remaining fixed remuneration if the coach was absent for more than fifteen days, whereas no such clause exists in the present case; (ii) the substantial remuneration offered by the Club to its coaching staff formed part of the overall contractual equilibrium; and (iii) CAS awards do not constitute binding precedent.

VII. JURISDICTION

62. Article R47 of the CAS Code provides as follows:

"*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.*"

63. Article 49 of the FIFA Statutes provides as follows:

"FIFA recognises the independent Court of Arbitration for Sport (CAS) with headquarters in Lausanne (Switzerland) to resolve disputes between FIFA, member associations, confederations, leagues, clubs, players, officials, football agents and match agents."

64. In addition, Article 50.1 of the FIFA Statutes provides as follows:

"Appeals against final decisions passed by FIFA's legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of receipt of the decision in question."

65. Clause 9 of the Contract states the following:

"Any and all disputes arising out or in connection with this Contract shall be dealt with exclusively by the judicial bodies of FIFA and to Court of Arbitration for Sport, Lausanne as appeals body to be resolved in accordance with FIFA Regulations. […]"

66. The Appealed Decision also refers to the CAS as the competent jurisdiction on appeal.

67. The jurisdiction of the CAS is not disputed by the Parties and was further confirmed by the Order of Procedure duly signed by the Parties.

68. Accordingly, the Sole Arbitrator is satisfied that the CAS has jurisdiction to adjudicate the present case.

VIII. ADMISSIBILITY OF THE APPEAL

69. 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."

70. Article 50(1) of the FIFA Statutes provides that appeals against final decisions passed by FIFA's legal bodies shall be lodged with CAS within 21 days of receipt of the decision in question.

71. According to Article 15(5) of the Procedural Rules Governing the FIFA Football Tribunal, the time limit to lodge an appeal begins upon notification of the grounds of the decision.

72. The grounds of the Appealed Decision were notified to the Parties on 11 July 2025. The Coach and the Club filed their respective Statement of Appeal on 1 August 2025, i.e. within the 21-day time limit prescribed by Article 58(1) of the FIFA Statutes and Article R49 of the CAS Code.

73. Furthermore, both Statements of Appeal complied with all requirements set out in Article R48 of the CAS Code.

74. Neither the Coach, nor the Club has raised any objection to the admissibility of the other Party's appeal.

75. Accordingly, the Sole Arbitrator finds that both appeals are admissible.

IX. APPLICABLE LAW

76. As the CAS is an arbitral tribunal with its seat in Switzerland, and as the Parties have their domicile or habitual residence outside of Switzerland (the Coach in Sudan and the Club in Tunisia), pursuant to Article 176 of the Swiss Private International Law Act ("**PILA**"), Chapter 12 of this act (Articles 176 to 194 PILA) is applicable to the present arbitration.

77. Article 187(1) PILA provides:

"The arbitral tribunal shall decide the dispute according to the rules of law chosen by the parties or, in the absence of such a choice, according to the rules of law with which the case has the closest connection."

78. According to Article R58 of the CAS Code:

> *"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 the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision."*

79. Article 49(2) of the FIFA Statutes (edition 2024) provides:

> *"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."*

80. In the present case, the Parties agree that the rules and regulations of FIFA are applicable. Given the date at which the Coach lodged his claim before FIFA (namely, 8 April 2025), the substantive matters of the case are regulated by the FIFA Statutes (edition 2024) and the FIFA Regulations on the Status and Transfer of Players (edition January 2025), in particular Annex 2 thereof which governs employment-related disputes involving coaches.

81. Accordingly, the Sole Arbitrator shall apply the rules of FIFA, which is the federation whose decision has been challenged, as well as, and on a subsidiary basis, Swiss law, to which the relevant FIFA Statutes make explicit reference.

X. MANDATE OF THE SOLE ARBITRATOR

82. According to Article R57 of the CAS Code, the Sole Arbitrator has full power to review the facts and the law of the case. Furthermore, the Sole Arbitrator may issue a new decision which replaces the decision challenged or may annul the decision and refer the case back to the previous instance.

XI. PRELIMINARY MATTER

83. On 15 January 2026, the Coach submitted Swiss legal doctrine on which he intended to rely during the hearing. On 19 January 2026, the Club objected to the production of this doctrine. On 20 January 2026, the Sole Arbitrator informed the Parties that the Swiss doctrine was admissible.

84. On 24 February 2026, the Appellant submitted a copy of the award *CAS 2024/A/10666 Vedran Naglić v. Al Shabab Football Club.*

85. The Sole Arbitrator's decision to admit the Swiss doctrine is based on the principle of *iura novit curia* – more precisely *iura novit arbiter* in arbitration proceedings (Coccia, *in* CAS Bulletin 2/2013, p. 14) – according to which the adjudicating body is presumed to know the law and shall determine himself the content of the applicable law (Noth/Haas, *in* Arbitration in Switzerland, 2nd ed., 2018, nr. 25 ad Article R44 of the CAS Code). Swiss legal doctrine does not constitute "evidence" in the strict sense, which is meant to support factual allegations,

but rather serves as an interpretative tool to assist the adjudicator in understanding and applying the applicable law.

86. Furthermore, Sole Arbitrator admitted the Naglić Award on the basis that it is in the public domain. CAS awards do not constitute "evidence" in the strict sense but serve as references to assist the adjudicator in understanding and applying the law. The Club was given the opportunity to comment on the award and availed itself of that opportunity. Accordingly, the Sole Arbitrator confirms that the Naglić Award is admissible and has been taken into consideration, together with the Club's comments thereon

87. Accordingly, the Sole Arbitrator confirms that the Swiss doctrine and CAS jurisprudence submitted by the Coach on 15 January and 24 February 2026 are admissible.

XII. MERITS

88. In light of the Parties' submissions and statements made during the hearing, the Sole Arbitrator has to examine the following main issues:

- Did the Club terminate the Contract with or without just cause?
- Is the Penalty Clause (Clause 7 of the Contract) valid and enforceable?
- Is the Coach entitled to the title bonuses for the national championship and the Tunisia Cup?
- What are the financial consequences of the termination of the Contract?
- Is the Coach entitled to reimbursement of flight expenses?

A. Termination of the Contract without just cause

i. The Parties' Positions

89. The Coach submits that the Club terminated the Contract without just cause on 17 March 2025. The Coach maintains that he did not commit any breach of contract, let alone gross misconduct within the meaning of Clause 6 of the Contract. The termination letter sent by the Club did not mention any specific reason for the termination, and the Club has failed to establish any valid ground that would justify the immediate termination of the Contract. The Coach further submits that by unlawfully terminating the Contract, the Club violated the principle of *pacta sunt servanda* enshrined in Article 13 and Article 3 of Annex 2 FIFA RSTP, which provides that a contract may only be terminated upon expiry of its term or by mutual agreement. Accordingly, the Coach seeks compensation equal to the residual value of the Contract, as well as title bonuses and other benefits to which he would have been entitled had the Contract been performed through its natural expiration.

90. The Club does not dispute that it terminated the Contract before the expiry of its term, nor does it alleges that the Coach committed gross misconduct within the meaning of Clause 6 of the Contract. Rather, the Club relies on Clause 7 of the Contract, which provides for compensation in the event of unilateral termination. The Club submits that it exercised its contractual right to terminate the Contract early and duly paid the two months' salary stipulated in the Penalty Clause. The Club argues that "*differences over sporting decisions and internal circumstances*" justified the decision to part ways with the Coach and that the termination was made for "*legitimate sporting reasons*".

ii. Legal framework

91. Annex 2 of the FIFA RSTP contains specific rules governing the employment of coaches. Article 2 of Annex 2 FIFA RSTP provides that a coach must have a written contract with a club or an association, executed on an individual basis, and that such contract shall include the essential elements of an employment contract, such as *inter alia* the object of the contract, the rights and obligations of the parties, the status and occupation of the parties, the agreed remuneration, the duration of the contract and the signatures of each party.

92. Article 3 of Annex 2 of the FIFA RSTP provides:

"A contract may only be terminated upon expiry of its term or by mutual agreement."

93. Article 4 of Annex 2 of the FIFA RSTP, entitled "Terminating a contract with just cause," provides:

"1. A contract may be terminated by either party without the payment of compensation where there is just cause.

2. Any abusive conduct of a party aimed at forcing the counterparty to terminate or change the terms of the contract shall entitle the counterparty to terminate the contract with just cause."

94. Article 6 of Annex 2 of the FIFA RSTP provides:

"1. In all cases, the party in breach shall pay compensation.

2. Unless otherwise provided for in the contract, compensation for the breach shall be calculated 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. [...]*"*

95. The above provisions of the FIFA RSTP establish the general regulatory framework for the termination of coaches' contracts. A contract may only be terminated upon expiry of its term or by mutual agreement. Where a contract is terminated without just cause, the party in breach must pay compensation, which, as a general rule, shall be equal to the residual value of the contract that was prematurely terminated.

96. The Sole Arbitrator notes that the FIFA RSTP does not define with precision the concept of "just cause". As both Parties have referred to Swiss law in their submissions and as Swiss law applies subsidiarily to this dispute, the Sole Arbitrator will also refer to Swiss law, where necessary, to complement the provisions of the FIFA RSTP on issues not specifically, or not entirely, addressed therein.

iii. The termination of the Contract

97. The Contract between the Coach and the Club fulfils the requirements set out in Article 2 of Annex 2 of the FIFA RSTP, as well as those for an employment relationship under Article 319(1) CO. The Contract was not disputed as being binding on the Parties. On the contrary, both Parties refer in their submissions to the relevant provisions of the Contract. Therefore, the Sole Arbitrator finds that the Contract is a valid employment contract.

98. The Contract was concluded on 5 November 2024 for a fixed term until 30 June 2026. In accordance with Article 3 of Annex 2 of the FIFA RSTP, such a contract may only be terminated upon expiry of its term or by mutual agreement. This is consistent with Swiss law, pursuant to which fixed-term contracts cannot be terminated by the parties before the fixed term expires, unless there is just cause for an immediate termination or the parties reach a mutual agreement on the termination of the contract (Article 334(1) SCO).

99. As such, the Sole Arbitrator must first determine whether the Parties reached a mutual agreement for the early termination of the Contract, as this is a contested issue between the Parties.

100. The Club submits that, due to differences over sporting decisions and internal circumstances, both Parties entered into discussions in March 2025 regarding an amicable termination of the employment relationship. According to the Club, it proposed the payment of two months' salary in full compliance with Clause 7 of the Contract, and the Coach initially accepted this proposal. The Club further submits that a draft termination agreement was prepared accordingly, but shortly thereafter, the Coach retracted from his verbal agreement and attempted to impose additional financial demands on the Club. The Club argues that this sequence of events demonstrates that the Coach was fully aware of and initially agreed to the application of Clause 7 of the Contract.

101. The Coach disputes this account. The Coach submits that he never agreed to terminate the Contract and that no mutual termination agreement was ever concluded. The Coach points out that the Club has not produced any written evidence of the alleged verbal agreement or the alleged draft termination agreement. The Coach further submits that any discussions that may have taken place did not result in a binding agreement and that the Club unilaterally terminated the Contract without his consent.

102. On 17 March 2025, the Club sent a termination letter to the Coach via email, terminating the employment relationship with immediate effect. The termination letter stated that the Club would pay the termination penalty in the amount of two months' salary (EUR 70,000) pursuant to Clause 7 of the Contract. Notably, the termination letter did not mention any specific reason for the termination, nor did it refer to any prior agreement between the Parties regarding the termination.

103. On the same day, the Coach responded by email, expressly rejecting the termination. The Coach stated that he did not recognise the termination as valid, that he considered it unjust, and granted the Club a deadline of 48 hours to rectify the breach and reinstate him immediately. The Club did not respond to this demand and did not reinstate the Coach. The Coach's legal counsel further contested the termination and the validity of Clause 7 of the Contract on 31 March 2025.

104. It is undisputed that the Club subsequently paid the Coach the sum of EUR 70,000 corresponding to two months' salary, and that the Coach received this payment.

105. The Club argues that the Coach's acceptance of the EUR 70,000 payment constitutes acknowledgment of the validity of Clause 7 and amounts to a full and final discharge of the Club's financial obligations. The Club relies on the principle of *venire contra factum proprium*, submitting that the Coach is estopped from subsequently asserting claims that are inconsistent with his acceptance of the payment.

106. The Coach disputes this interpretation. The Coach submits that he did not accept the EUR 70,000 payment without reservation. According to the Coach, on 28 March 2025, upon receiving the cheque, he protested in writing that the payment did not amount to acceptance of the validity of Clause 7. The Coach's counsel also formally objected by letter dated 31 March 2025, expressly reserving all the Coach's rights and claims arising from the unlawful termination of the Contract.

107. Having considered the Parties' submissions and the evidence on file, the Sole Arbitrator finds as follows.

- First, no written mutual termination agreement was ever signed by the Parties. The Club has not produced any documentary evidence of the alleged verbal agreement or the alleged draft termination agreement. Even assuming that preliminary discussions took place, such discussions did not crystallise into a binding agreement. Under Swiss law (Article 1 CO), a contract is only concluded when the parties have mutually expressed their intent, whether expressly or impliedly. In the absence of any written agreement and in light of the Coach's immediate and express rejection of the termination on 17 March 2025, the Sole Arbitrator cannot conclude that the Parties reached a mutual agreement for the early termination of the Contract.

- Second, regarding the Coach's acceptance of the EUR 70,000 payment, the Sole Arbitrator notes that the Coach protested in writing both upon receipt of the cheque (28 March 2025) and through his counsel (31 March 2025). These protests were made within a reasonable time after receipt of the payment and clearly indicated that the Coach did not accept the payment as a full and final settlement of his claims. Accordingly, the Coach's acceptance of the payment cannot be construed as an acknowledgment of the validity of Clause 7 of the Contract or as a waiver of his right to claim additional compensation.

108. In light of the above, the Sole Arbitrator finds that the Parties did not reach a mutual agreement for the early termination of the Contract. The Club unilaterally terminated the Contract on 17 March 2025 by sending a termination letter to the Coach, and the Coach's acceptance of the EUR 70,000 payment does not constitute a waiver of his claims.

109. The Sole Arbitrator must now determine whether the Club had just cause to terminate the Contract, within the meaning of Article 4 of Annex 2 of the FIFA RSTP.

110. The CAS jurisprudence provides that, in the absence of definition of just cause in the FIFA regulations, reference should be made to Swiss law (ex. CAS 2006/A/1062; CAS 2008/A/1447; CAS 2013/A/3091, 3092 & 3093; CAS 2012/A/2698). Accordingly, the Sole Arbitrator refers to the relevant provisions of Swiss law and, in particular, to those of Article 337(2) SCO which provide: that "*good cause is any circumstance which renders the*

continuation of the employment relationship in good faith unconscionable for the party giving notice". Based on CAS long-established jurisprudence, only a "material breach" of a contract can be considered as "just cause" for termination without consequences of any kind (CAS 2006/A/1062; CAS 2006/A/1180; CAS 2007/A/1210; CAS 2006/A/1100; CAS 2013/A/3091, 3092 & 3093). Such material breach occurs, in particular: "*When the main terms and conditions, under which it was entered into are no longer implemented. The circumstances must be such that, according to the rule of good faith, the party terminating the employment relationship cannot be required to continue it*" (CAS 2013/A/3091, 3092 & 3093; CAS 2012/A/2698).

111. The Club has referred to "*differences over sporting decisions and internal circumstances*" and "*legitimate sporting reasons*" in its submissions. However, as the CAS has consistently held, sporting dissatisfaction or poor performance of a team does not, by itself, constitute just cause for immediate termination of a coach's employment contract (CAS 2011/A/2596, para. 8 let. b) nr. 9), unless "*the poor results of the team is specifically agreed between a club and a coach as "just cause" for the termination of the employment agreement*" (CAS 2020/A/6798, para. 69).

112. Considering the above, the Club did not establish that the Coach committed any breach of sufficient gravity that would have made it impossible for the Club to continue the employment relationship in good faith.

113. Accordingly, the Sole Arbitrator confirms that the Club terminated the Contract without just cause within the meaning of Article 3 and Article 4 of Annex 2 of the FIFA RSTP, as correctly found by the FIFA PSC in the Appealed Decision.

B. Validity of the Penalty Clause (Clause 7 of the Contract)

i. The Parties' positions

114. The Club submits that Clause 7 of the Contract is a valid and enforceable liquidated damages clause that should govern the financial consequences of the termination. The Club argues that: (i) the clause is reciprocal and applies equally to both Parties; (ii) Article 6(2) of Annex 2 of the FIFA RSTP expressly provides that contractual provisions take precedence over the default residual-value calculation; (iii) the Coach is an experienced professional who was fully capable of appreciating the implications of Clause 7; and (iv) In CAS 2024/A/10289, the Panel upheld an almost identically worded clause.

115. The Coach submits that Clause 7 is invalid, potestative, and disproportionate because: (i) it allows the Club to terminate the Contract early without just cause and without paying substantial compensation; (ii) the Contract was drafted entirely by the Club and the Coach was not represented by legal counsel at the time of signing; (iii) the residual value of the Contract at termination was EUR 540,806.45, meaning the clause would deprive the Coach of approximately 80% of his total contractual entitlement; (iv) this is manifestly disproportionate and contrary to Article 337c SCO and (v) that the circumstances in CAS 2024/A/10289 are different.

ii. Legal framework

116. Article 6 of Annex 2 of the FIFA RSTP (edition 2024) provides:

"1. A contract between a coach and a club may only be terminated upon expiry of the term of the contract or by mutual agreement.

2. In case of termination of a contract without just cause, and unless otherwise provided for in the contract, compensation shall be calculated as follows: a) as a general rule, the compensation due to a coach shall be equal to the residual value of the employment contract that was prematurely terminated."

117. The wording "*unless otherwise provided for in the contract*" has been interpreted by CAS to mean that where parties have expressly agreed on compensation payable in the event of early termination, that contractual provision may take precedence over the default residual-value calculation. However, this contractual autonomy is not unlimited (see CAS case law below).

118. Under Swiss law, which applies subsidiarily to this dispute, Article 337c(1) CO provides that *where an employer dismisses an employee with immediate effect without good cause, the employee is entitled to damages in the amount he would have earned had the employment relationship ended after the expiry of its agreed duration*. This provision is mandatory under Article 362(1) CO and cannot be derogated to the detriment of the employee.

119. As the Panel in CAS 2020/A/6798 explained at paragraphs:

"73. Based on Article 362 para. 1 CO this Article 337c para. 1 CO (consequences of termination without just cause) is binding and mandatory and, therefore, it is not permissible to derogate to the detriment of the employee by an individual agreement as e.g. an employment contract.

74. The mandatory character given to Article 337c para. 1 CO, as stated before, means that the Coach as employee in our case cannot validly waive his claim of compensation defined in Article 337c para. 1 CO in case the Club as employer terminates the Employment Contract without just cause as far as the compensation agreed on in the Employment Contract is lower than the residual value of such contract."

120. Similarly, in CAS 2016/A/4605 (paras. 7.13 ff.), the Panel held that a liquidated damages clause was invalid where it created a disproportionate ceiling that negated the employee's economic protection, and where there was unbalanced power of bargain in the negotiation of the terms.

121. Furthermore, in CAS 2020/A/6961 (paras. 64-65), the Panel set out the interplay between the relevant provisions of the SCO protecting employees against unjustified dismissal. First, Article 341 SCO prohibits an employee from waiving claims arising from mandatory provisions during the employment relationship and for one month after its end. Second, Article 337c(1) SCO entitles an employee who is dismissed with immediate effect without good cause to damages in the amount he would have earned had the employment relationship ended on expiry of its agreed duration. Third, Article 362(1) SCO lists Article 337c SCO among the provisions from which no derogation to the detriment of the employee is permitted. Fourth, Article 362(2) SCO provides the legal consequence: any agreement that derogates from Article 337c(1) SCO to the employee's detriment is void.

iii. The invalidity of Clause 7 of the Contract

122. The Sole Arbitrator must determine whether Clause 7 of the Contract is a valid and enforceable liquidated damages provision.

123. This clause is, on its face, reciprocal: it provides that "*any unilateral termination of this contract will result in compensation equal to two (2) months' salary, payable by the terminating party to the other.*" However, as CAS jurisprudence has consistently held, formal reciprocity does not, by itself, render a clause valid. The decisive inquiry is whether the clause, if not simply void from the outset (CAS 2020/A/6961, paras. 64-64), is proportionate and does not deprive the aggrieved party of adequate compensation (CAS 2020/A/7305; CAS 2016/A/4605).

124. In the present case, the Contract had a duration of approximately 20 months. At the time of termination on 17 March 2025, approximately 15.5 months remained. The residual value of the Contract was EUR 540,806.45. Under Clause 7, the Club's liability would be limited to EUR 70,000, representing only approximately 13% of the Coach's total contractual entitlement. Clause 7 would therefore deprive the Coach of approximately 87% of what he would have earned had the Contract been performed until its natural expiry.

125. Applying the principles established by CAS jurisprudence and Swiss law, the Sole Arbitrator finds that Clause 7 is invalid. CAS panels have consistently held that where a contractual clause limits compensation to an amount significantly lower than the residual value of the contract, it derogates from Article 337c(1) SCO to the employee's detriment and is therefore void pursuant to Article 362(2) SCO (CAS 2020/A/6798, paras. 73-74; CAS 2020/A/6961, paras. 64-65). Furthermore, even a formally reciprocal clause may be incompatible with the general principles of contractual stability and considered null and void if it disproportionately favours one party and gives it undue control over the other (CAS 2020/A/7305; CAS 2016/A/4605). In the present case, Clause 7 would deprive the Coach of approximately 87% of his contractual entitlement, thereby negating the economic protection afforded to employees under Swiss law and undermining the principle of contractual stability.

126. The present case falls squarely within this jurisprudence. A clause that allows the Club to terminate a 20-month contract at any time for a fixed sum of two months' salary, regardless of the remaining duration, is manifestly disproportionate and gives the employer undue control over the employee.

127. The Sole Arbitrator distinguishes the present case from CAS 2024/A/10289, upon which the Club relies. In that case, in which Swiss law is not discussed by the Sole Arbitrator, the contract had a relatively short duration (approximately 10 months), the parties explicitly acknowledged in writing that the clause was "f*air and proportionate*," and the coach was legally represented during negotiations. None of these mitigating factors are present here: the Contract had a duration of 20 months, there is no evidence that the Coach acknowledged the clause as fair and proportionate, and the Coach was not represented by legal counsel at the time of signing.

128. The Sole Arbitrator also takes note of the recent award CAS 2024/A/10666 (Vedran Naglić v. Al Shabab Football Club), in which the Sole Arbitrator found a compensation clause (three months' salary) null and void on the grounds that it created a "substantive imbalance" between the parties and failed to satisfy the requirement of reciprocal and equivalent concessions. The Club submits that the Naglić Award is distinguishable because it involved a specific

aggravating clause (Clause 29) entitling the club to claim the entire remaining fixed remuneration if the coach was absent for more than fifteen days and argues that the Coach's monthly salary of EUR 35,000 formed part of the "overall economic balance" negotiated between the parties. The Sole Arbitrator acknowledges that no such aggravating clause exists in the present Contract. However, this does not alter the fundamental finding that Clause 7 is disproportionate. The ratio of liquidated damages to residual value in the present case remains significant, and the same structural features are present: a standard-form clause imposed without genuine negotiation, and an inadequate amount of compensation relative to the contractual entitlement. Furthermore, the Sole Arbitrator observes an inconsistency in the Club's submissions: on the one hand, the Club characterises the Coach's remuneration as forming part of a balanced economic equilibrium justifying the inclusion of Clause 7; on the other hand, in its submissions on mitigation, the Club contends that the Coach's subsequent salary with Al-Hilal SC (Sudan) of EUR 9,000 per month was below market value and that the Coach should have sought higher-paying employment. The Club cannot simultaneously rely on the Coach's original remuneration as evidence of a generous contractual package offsetting the modest penalty clause, while also suggesting that the Coach failed to adequately mitigate by accepting a salary that the Club implies is below the market rate. This inconsistency undermines the Club's submissions on both points and reinforces the Sole Arbitrator's conclusion that Clause 7 is disproportionate.

129. For all these reasons, the Sole Arbitrator finds that Clause 7 of the Contract is disproportionate and void and cannot, therefore be applied to determine the consequences of the termination without just cause. The Club's appeal in case CAS 2025/A/11636, insofar as it seeks to uphold the validity of this clause, is therefore rejected.

C. Entitlement to Title Bonuses

i. The Parties' Positions

130. The Coach submits that he is entitled to bonuses for the national championship (EUR 35,000) and the Tunisia Cup (EUR 35,000) pursuant to Clause 3.2.3 of the Contract. He argues that: (i) the clause does not condition payment of bonuses upon his continued employment; (ii) by terminating the Contract without just cause, the Club prevented in bad faith the fulfilment of the conditions triggering the bonuses pursuant to Article 156 CO; and (iii) based on the principle of positive interest under Article 337c(1) SCO, he is entitled to all contractual benefits he would have received had the Contract been properly performed.

131. The Club submits that the Coach is not entitled to the bonuses because: (i) the bonuses are conditional entitlements tied to the Club winning the specified competitions while the Coach is still employed; (ii) neither title had been won at the time of termination, and the Tunisia Cup had not yet begun; (iii) Article 156 CO does not apply because the Club did not act in bad faith or intentionally prevent the conditions from materialising; and (iv) the Club's subsequent success could be attributed to the change in technical leadership.

ii. Legal framework

132. Clause 3.2.3 of the Contract provides:

"Title Bonuses: The Coach is entitled to: - One (1) month's salary in case of winning the national championship; - One (1) month's salary in case of winning the Tunisia Cup."

133. Article 156 CO provides:

> *"A condition is deemed fulfilled where one of the parties has prevented its fulfilment by acting in bad faith."*

134. This provision reflects the fundamental principle that a party may not rely on its own wrongful conduct to escape contractual liability (*nemo auditur propriam turpitudinem allegans*). CAS jurisprudence has consistently applied this principle in employment disputes involving conditional bonuses.

135. In CAS 2009/A/1756, the Panel held that Article 156 SCO applies where the following elements are present: (i) the existence of a condition; (ii) the occurrence of this condition is prevented; (iii) a reprehensible behaviour of one of the parties; (iv) the violation of the good faith principle by this party; and (v) a reasonable link between the behaviour of the preventing party and the non-occurrence of the condition.

136. Furthermore, Article 337c(1) SCO provides that *where an employer dismisses an employee with immediate effect without good cause, the employee is entitled to damages in the amount he would have earned had the employment relationship ended after the expiry of the agreed duration.* According to the Swiss Federal Tribunal, the damages the employee is entitled to contain the lost salary as well as all other payments granted by the employer, including gratifications and bonuses (SFT 4C.406/2005 of 2 August 2006, para. 2.1; SFT 4C.321/2005 of 27 February 2006, para. 8.3).

137. The CAS has applied these principles in several cases involving bonuses. In CAS 2020/A/6798, the Panel held at paragraphs 83-84:

> *"83. As stated before, according to Article 337c para. 1 CO, the employee is entitled to damages in the amount he would have earned had the employment relationship ended after the expiry of the agreed duration. The employee shall be put in the same position as if there was no immediate termination of the employment relationship ('positive interest') [...]*
>
> *84. The Panel notes that it is further undisputed that the Club's team won the League in the season 2017/18 and, based on Article 3.2.1 of the Employment Contract, the Coach would have been entitled to a bonus payment of EUR 200,000. As the PSC correctly stated, it was the Club's early termination of the Employment Contract without just cause depriving the Coach from the potentiality of reaching the occurrence of the bonus. [...] The Panel, based on the CAS and the SFT jurisprudence, unanimously finds that the Coach is, therefore, entitled to receive the bonus payment of EUR 200,000 based on Article 3.2.1 of the Employment Contract."*

138. Similarly, in CAS 2022/A/8621, the Sole Arbitrator held at paragraphs 159-160:

> *"159. The Respondent unlawfully terminated the Contract on 13 July 2021. Without such termination the Player would have trained and played with the Respondent. Consequently, it cannot be excluded that the Player might have contributed to the promotion of the Respondent to the CSL had the Contract continued until the end of the season. Since the Respondent - contrary to good faith - prevented the condition from materializing by terminating the Contract without just cause, the Club must be treated as if the condition had materialized in full.*

160. It follows from the above that the Player is entitled to the bonus [...]."

iii. The entitlement to bonuses

139. The Sole Arbitrator must determine whether the Coach is entitled to the bonuses for the national championship and the Tunisia Cup, notwithstanding that these titles were won after his employment was terminated.

140. The Sole Arbitrator first observes that Clause 3.2.3 of the Contract does not contain any language requiring the Coach to be employed at the time the title is won. The clause simply provides that the Coach is entitled to one month's salary "in case of winning" the national championship and the Tunisia Cup. This drafting suggests that the Parties intended the bonus entitlement to arise upon the Club achieving the sporting result, without any additional condition relating to the Coach's continued employment. The Sole Arbitrator notes that neither Party has adduced any evidence of a common intention that would differ from this plain reading of the clause. Accordingly, based on its ordinary meaning, Clause 3.2.3 does not require the Coach to remain employed until the title is won for the bonus entitlement to arise.

141. In addition, and applying the principles established in CAS jurisprudence, the Sole Arbitrator finds that all the elements of Article 156 CO are satisfied:

a. The Coach's entitlement to the bonus was conditional upon the Club winning the national championship and the Tunisia Cup.

b. By terminating the Contract on 17 March 2025 without just cause, the Club prevented the Coach from being in post when the conditions were satisfied. At the time of termination, the Club was leading the national championship, and the Tunisia Cup had not yet commenced.

c. The Club's termination of the Contract without just cause constitutes reprehensible behaviour.

d. By terminating the Contract without valid reason and then claiming that the Coach is not entitled to bonuses because he was no longer employed, the Club is attempting to benefit from its own wrongful conduct, which violates the principle of good faith.

142. The Club also argues that its termination was not made to prevent the Coach from receiving bonuses but for legitimate sporting reasons. However, the Sole Arbitrator notes that the Club has not established what these "*legitimate sporting reasons*" were. The termination letter did not mention any valid reason, and no evidence of just cause has been presented. Moreover, Article 156 CO does not require proof of specific intent to prevent the condition; it applies where a party has prevented the fulfilment of a condition by acting contrary to good faith.

143. The Club also argues that the Coach made no contribution to the titles that were won after his departure. However, as the CAS held in CAS 2012/A/2874, no specific personal contribution is needed to receive a bonus for the win of a championship. The clause does not require the Coach to personally achieve the result; it simply provides for a bonus "in case of winning." Furthermore, at the time of termination, the Club was leading the national championship, which suggests that the Coach had, in fact, made a significant contribution to the Club's position in the competition.

144. The Sole Arbitrator is also guided by the principle of positive interest enshrined in Article 337c(1) SCO and Article 6 of Annex 2 of the FIFA RSTP. According to this principle, the injured party should be compensated for all damages incurred because of the breach of contract. The amount of compensation should put the injured party in the position they would have been in had the breach of contract not occurred. This includes bonuses that would have been payable had the contract continued to its natural expiry.

145. For these reasons, the Sole Arbitrator finds that the Coach is entitled to the bonuses for the national championship and the Tunisia Cup:

a. National Championship Bonus: EUR 35,000 net (one month's salary), with interest at 5% p.a. from 11 May 2025 (the date the championship was won) until the date of effective payment.

b. Tunisia Cup Bonus: EUR 35,000 net (one month's salary), with interest at 5% p.a. from 1 June 2025 (the date the Tunisia Cup was won) until the date of effective payment.

146. The Coach's appeal in case CAS 2025/A/11635 is therefore upheld.

D. Compensation

147. The Coach submits, that he is entitled to compensation based on the residual value of the Contract as calculated by the FIFA PSC, namely EUR 470,806.45 net (after deduction of the EUR 70,000 already paid by the Club). The Club, in the alternative to its primary submission that Clause 7 of the Contract should apply, requests that any compensation be reduced to account for the Coach's earnings from his subsequent employment with Al Hilal SC (Sudan).

148. Pursuant to Article 6(2) of Annex 2 of the FIFA RSTP, compensation for termination without just cause shall, as a general rule, be equal to the residual value of the contract that was prematurely terminated. Where a coach signs a new contract following the termination, the income earned under that contract must be deducted to account for mitigation.

149. The Club does not contest the calculation of the residual value of the Contract as determined by the FIFA PSC. The Contract was terminated on 17 March 2025 and was due to expire on 30 June 2026. Based on a monthly salary of EUR 35,000 net, the residual value amounts to EUR 540,806.45. After deducting the EUR 70,000 already paid by the Club, the net residual value is EUR 470,806.45, as awarded by the FIFA PSC.

150. The Club requests that the income earned by the Coach under his contract with Al Hilal SC (Sudan) be deducted. The Coach does not contest this request in his Answer. The Coach acknowledges that his new contract, signed on 4 August 2025 and until 30 June 2026, provides for a monthly salary of USD 5,000 net. As such, the Coach a submits that the deductible amount is EUR 47,000 (USD 5,000 x 11 = USD 55,000 which represents EUR 47,000).

151. The Club submitted at the hearing that the above monthly salary paid by Al-Hilala SC (Sudan) is under market value for a coach with this experience and thus alleged that the Coach has other financial benefits from Al Hilal SC (Sudan), without however providing any evidence demonstrating the same. As such, the Sole Arbitrator dismisses such allegation.

152. Accordingly, the Sole Arbitrator finds that the mitigated compensation is EUR 423,806.45 net (EUR 470,806.45 minus EUR 47,000), plus interest at 5% p.a. from 17 March 2025 until the date of effective payment.

E. Flight reimbursement

153. The Appealed Decision awarded the Coach TND 7,778 net as reimbursement for flight expenses, plus interest at 5% p.a. from 4 April 2025 until the date of effective payment.

154. Clause 3.3 of the Contract provides that the Coach is entitled to "*one (01) executive round trip air ticket per sports season Tunis - Bucharest - Tunis for him and his family members (wife +01 child).*" The use of the word "executive" indicates that the Coach was entitled to business-class travel.

155. The Club argues that it offered the Coach business-class travel options with alternative airlines, which the Coach declined in favour of Qatar Airways, and that the Coach voluntarily chose to pay the upgrade difference. However, the Club has not produced any evidence to support this assertion.

156. The Coach claims reimbursement for upgrading from economy to business class in the amount of TND 7,778, which he was forced to pay because the Club failed to provide the contractual benefit of a business-class ticket. The Appealed Decision correctly found that the Club had failed to provide the contractual benefit and that the Coach was justified in upgrading at his own expense.

157. The Sole Arbitrator concurs with the Coach's position and sees no reason to depart from the Appealed Decision on this point. The Club's appeal in case CAS 2025/A/11636, insofar as it seeks to annul the award of TND 7,778, is therefore rejected.

F. Conclusion

158. In light of the above analysis, the Sole Arbitrator concludes as follows:

a. The Club terminated the Contract without just cause on 17 March 2025.

b. Clause 7 of the Contract (the Penalty Clause) is disproportionate and invalid under Article 337c(1) CO and cannot be applied to determine the consequences of the termination.

c. The Coach is entitled to compensation based on the residual value of the Contract, as mitigated by his earnings from subsequent employment with Al Hilal SC (Sudan).

d. The Coach is entitled to the bonuses for the national championship (EUR 35,000) and the Tunisia Cup (EUR 35,000) pursuant to Clause 3.2.3 of the Contract, applying the principle of Article 156 CO and the positive interest doctrine under Article 337c(1) CO.

e. The Coach is entitled to reimbursement of flight expenses in the amount of TND 7,778.

159. Accordingly:

a. The appeal filed by the Coach in case CAS 2025/A/11635 is upheld.

b. The appeal filed by the Club in case CAS 2025/A/11636 is partially upheld to the extent that the compensation awarded in the Appealed Decision is reduced to account for mitigation. In all other respects, the Club's appeal is rejected.

XIII. COSTS

(…)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 1 August 2025 by Mr Laurentiu Aurelian Reghecampf against the decision issued on 24 June 2025 by the FIFA Players' Status Chamber of the Football Tribunal of the Fédération Internationale de Football Association (ref. FPSD-18882) is upheld.

2. The appeal filed on 1 August 2025 by Espérance Sportive de Tunis against the decision issued on 24 June 2025 by the FIFA Players' Status Chamber of the Football Tribunal of the Fédération Internationale de Football Association (ref. FPSD-18882) is partially upheld.

3. The decision issued on 24 June 2025 by the FIFA Players' Status Chamber of the Football Tribunal of the Fédération Internationale de Football Association (ref. FPSD-18882) is confirmed, with the exception of point 2 of its operative part, which is amended as follows:

   "2. The Respondent, Esperance Sp. De Tunis, must pay to the Claimant the following amount(s):

   - EUR 423,806.45 net as compensation for breach of contract, plus 5% interest p.a. as from 17 March 2025 until the date of effective payment;

   - EUR 35,000 net as title bonus for the national championship, plus 5% interest p.a. as from 11 May 2025 until the date of effective payment;

   - EUR 35,000 net as title bonus for the Tunisia Cup, plus 5% interest p.a. as from 1 June 2025 until the date of effective payment;

   - TND 7,778 net as reimbursement for flight expenses, plus 5% interest p.a. as from 4 April 2025 until the date of effective payment."

4. (…).

5. (…).

6. All other and further claims are dismissed.

Seat of arbitration: Lausanne, Switzerland
Date: 26 May 2026

THE COURT OF ARBITRATION FOR SPORT

Mr Benoît Pasquier
Sole Arbitrator