

Ovaj prijevod sastoji se od
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*Ovjereni prijevod
s engleskog jezika*



A handwritten signature in blue ink, appearing to be "K. Katalinić", written over the bottom right portion of the stamp.

psdfifa@fifa.org

Prima: g. Elis Bakaj

n/r g. Boro Rakić /op.s.tum., greška u originalu, trebalo bi pisati „Rajić“/
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Datum: 26. ožujka 2018.

Prima: Radnički Nogometni Klub Split

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**Ukupno stranica: 16
(uključujući i ovu)**

Primjerak za informaciju emailom: - Hrvatski nogometni savez

**Pozivajući se na ref.: Igrač Elis Bakaj, Albanija / klub Radnički nogometni klub Split, Hrvatska
(predmet br. 16-02231/iml)**

Federation Internationale de Football Association
FIFA – Strasse 20 P.O. Box 8044 Zurich Švicarska T: + 41 43/222 7777

Poštovani,

U prilogu šaljem obrazloženje odluke donesene u gore navedenom predmetu od Komore za rješavanje sporova na sjednici održanoj u Zurichu, Švicarskoj, dana 15. veljače 2018.

S poštovanjem,

U ime

Komore za rješavanje sporova

/potpis nečitljiv/

Maja Kuster Hoffman

Voditeljica Statusa Igrača

/logotip organizacije FIFA/

Odluka
Komore za rješavanje sporova

donesena u Zurichu, Švicarskoj, dana 15. veljače 2018.,
u sljedećem sastavu:

Thomas Grimm (Švicarska), Potpredsjednik
Eirik Monsen (Norveška), član
Stéphane Burchhalter (Francuska), član
Philippe Diallo (Francuska), član
Joseph Bell (Kamerun), član

U tužbenom zahtjevu kojeg je podnio igrač,
Elis Bakaj, Albanija
kojeg zastupa g. Boro Rajić

kao Tužitelj

protiv kluba

Radnički nogometni klub Split, Hrvatska

kao Tuženik

u vezi sa sporom vezanim za radni odnos
nastalim između strana

I. Činjenično stanje

1. Dana 17. lipnja 2016. godine, hrvatski klub, Radnički klub Split (u daljnjem tekstu: Tuženik) i albanski igrač, Elis Bakaj (u daljnjem tekstu: Tužitelj), potpisali su ugovor o radu koji vrijedi od datuma potpisivanja do 30. lipnja 2018. godine, kao i aneks ugovora (u daljnjem tekstu zajedno: ugovor).
2. Ugovorom se utvrđuje da se "Strane [...] slažu da će nakon 30. lipnja 2017. Klub odlučiti o produžetku preostalog dijela Ugovora".
3. Prema ugovoru, Tužitelj je imao pravo na mjesečnu neto plaću od 8.000,00 EUR koja se isplaćuje u hrvatskim kunama (HRK) u skladu sa srednjim tečajem Hrvatske narodne banke na dan isplate. Uz to, prema ugovoru, Tužitelj se obvezao izdati mjesečni račun Tuženiku za pružene usluge, a Tuženik se obvezao platiti pripadajuće račune u roku od 15 dana.
4. Prema Ugovoru, nadalje, Tužitelj ima pravo na stan koji Tuženik plaća, s najamninom do 400,00 EUR mjesečno, kao i na bonuse za postignute golove ili asistencije za postignute golove, kako slijedi: 1.000,00 EUR po голу za 1 do 10 golova, 2.000,00 EUR po голу za 11 do 15, a 3.000 EUR po голу za 15 i više golova.
5. Dana 25. listopada 2016. godine, tužitelj je zatražio od Tuženika da plati bruto iznos od 275.070,00 kuna, što je prema Tužitelju približno bruto 36.676,00 EUR u skladu sa srednjim tečajem nacionalne banke, koji se odnosi na 3 pune mjesečne plaće i isplate najma za srpanj, kolovoz i rujna 2016., 1 dio plaće i isplatu najamnine za lipanj 2016. kao i bonus za golove postignute tijekom meča dana 12. kolovoza 2016.
6. Dopisom od 10. studenog 2016. godine, Tužitelj je raskinuo ugovor, tvrdeći da mu Tuženik još uvijek nije isplatio iznos od 275.070,00 kuna naveden u njegovoj opomeni zbog neispunjenja obveze.
7. Dana 19. prosinca 2016., Tužitelj je podnio tužbu protiv Tuženika pred FIFA-om zbog kršenja ugovora zahtijevajući kako slijedi:
 - a) izjavu da je raskid ugovora bio s opravdanim razlogom;
 - b) da se Tuženiku naloži da plati nepodmirenu obvezu u bruto iznosu od 50.389,00 EUR, uključujući:
 - iznose zatražene u opomeni, 36.676,00 EUR koji odgovaraju:
 - 4.651,00 EUR bruto za njegovu plaću za razdoblje od 17. lipnja 2016. do 30. lipnja 2016., s navodnim dospijećem 15. srpnja 2016.;
 - 9.875,00 EUR bruto za njegovu plaću za srpanj 2016., s navodnim dospijećem 15. kolovoza 2016.;
 - 9.875 EUR bruto za njegovu plaću za kolovoz 2016., s navodnim dospijećem 15. rujna 2016. ;
 - 9.875 EUR bruto za njegovu plaću za rujna 2016., s navodnim dospijećem 15. listopada 2016.;
 - 200,00 EUR za najam za razdoblje od 17. lipnja 2016. do 30. lipnja 2016., iznos s navodnim dospijećem 15. srpnja 2016.;
 - 400,00 EUR za najamninu za srpanj 2016. godine, iznos s navodnim dospijećem 15. kolovoza 2016. ;
 - 400,00 EUR za najamninu za kolovoz 2016. godine, iznos s navodnim dospijećem 15. rujna 2016. ;
 - 400,00 EUR za najamninu za rujna 2016. godine, iznos s navodnim dospijećem 15. listopada 2016. ;

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- 1.000,00 EUR na ime bonusa za postignute golove, iznos s navodnim dospijecem 12. kolovoza 2016. godine.
 - 9.875,00 EUR bruto za njegovu plaću za listopad 2016., s navodnim dospijecem 15. studenoga 2016.;
 - 400,00 EUR za najamninu za listopad 2016. s navodnim dospijecem 15. studenoga 2016.;
 - 3.305,00 EUR bruto za njegovu plaću za razdoblje od 1. do 10. studenoga 2016., s navodnim dospijecem 15. studenoga 2016.;
 - 133,00 EUR za najam za razdoblje od 1. do 10. studenog 2016., iznos s navodnim dospijecem 15. studenoga 2016. godine.
 - c) da se naloži Tuženiku da plati 202.062,00 EUR kao naknadu za kršenje ugovora, uključujući:
 - 194.195,00 EUR kao "preostalu vrijednost naknade/plaće" od 11. studenog 2016. do 30. lipnja 2018.;
 - 7.867,00 EUR kao "preostalu vrijednost troškova najma" od 11. studenog 2016. do 30. lipnja 2018.
 - d) 5% kamata godišnje na gore spomenute iznose od dana dospijeca do datuma stupanja na snagu;
 - e) sportske sankcije protiv tuženog;
 - f) da pravni troškovi Tužitelja kao i troškovi postupka budu na teret Tuženika.
8. Prema Tužitelju, plaće i najamnine dospjele su 15. dana sljedećeg mjeseca, a bonus od 1.000,00 EUR za postignute golove na dan utakmice, odnosno 12. kolovoza 2016. godine. S tim u vezi, Tužitelj je predao dokument koji se odnosi na njegovo sudjelovanje u utakmici od 12. kolovoza 2016. Nadalje, da bi potkrijepio svoj zahtjev vezan za razliku između njegove bruto i neto plaće, Tužitelj je dostavio kopiju računa koje je izdao Tuženiku za mjesečne naknade u kunama, koje su navodno nepodmirene. Usto, Tužitelj je predao tečajnu listu koju je očito izdala Hrvatska narodna banka i koja se primjenjuje od 8. prosinca 2016.
9. Usprkos pozivu da dostavi svoje komentare na tužbeni zahtjev Tužitelja, Tuženik nije odgovorio na zahtjev.
10. Tužitelj je obavijestio FIFA-u da je 29. siječnja 2017. godine sklopio ugovor o radu s albanskim klubom FC Vllaznia, valjan do 31. svibnja 2017. Prema navedenom ugovoru, Tužitelj je imao pravo na mjesečnu bruto plaću od 425.000,00 albanskih leka (ALL). Dana 12. kolovoza 2017. godine, Tužitelj je sklopio ugovor o radu s albanskim klubom, FC Kukesi, koji vrijedi do 31. svibnja 2018. Prema navedenom ugovoru, tužitelj ima pravo na mjesečnu bruto plaću od 100.000 ALL.

II. Razmatranja Komore za rješavanje sporova

1. Prije svega, Komora za rješavanje sporova (u daljnjem tekstu KRS ili Komora) analizirala je svoju nadležnost za rješavanje predmetnog slučaja. S tim u vezi, Komora je uzela u obzir da je ovo pitanje podneseno FIFA-i 19. prosinca 2016. Slijedom toga, izdanje Pravilnika o postupcima Odbora za status igrača i Komore za rješavanje sporova iz 2015. (u daljnjem tekstu: Proceduralna pravila) primjenjivo je na predmet (usp. članak 21. Proceduralnih pravila).
2. Potom su se članovi Komore pozvali su se na Čl. 3. par. 1. Proceduralnih pravila i potvrdili da u skladu s čl. 24. st. 1., u kombinaciji s Čl. 22 lit. b) Pravilnika o statusu i transferu igrača (izdanje 2018.), Komora za rješavanje sporova jest nadležna za rješavanje predmetnog pitanja koje se odnosi na spor vezan uz ugovor o radu s međunarodnom dimenzijom između albanskog igrača i hrvatskog kluba.

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3. Nadalje, Komora je analizirala koji bi propisi trebali biti primjenjivi u pogledu suštine predmeta. S tim u vezi, potvrdila je da je u skladu s Čl. 26. par. 1. i 2. Pravilnika o statusu i transferu igrača (izdanje 2018.), a s obzirom na to da je ovaj zahtjev podnesen 19. prosinca 2016., izdanje navedenog Pravilnika iz 2016. (u daljnjem tekstu: Pravilnik) primjenjivo na meritum navedenog predmeta.
4. Utvrdivši nadležnost Komore i mjerodavnih pravilnika, Komora je ušla u meritum predmeta. U tom pogledu, Komora je naglasila da će se u sljedećim razmatranjima pozivati samo na činjenice, argumente i dokumentirane dokaze koje je smatrala relevantnim za ocjenu predmetne stvari.
5. S time u vidu, članovi Komore utvrdili su da su 17. lipnja 2016. godine Tužitelj i Tuženik zaključili ugovor, koji ukazuje na razdoblje valjanosti od 17. lipnja 2016. do 30. lipnja 2018. Dalje je utvrđeno da prema Čl. 3. ugovora "Strane [...] se slažu da će nakon 30. lipnja 2017. klub odlučiti o produženju preostalog dijela Ugovora".
6. U tom pogledu, Komora je željela istaknuti da gore navedeni Čl. 3. Tuženiku pruža mogućnost da raskine ugovor u potpunosti po svom nahođenju. Članovi Komore smatrali su da je navedena klauzula, prema tome, očito jednostrana i potestativna, te je omogućila neprihvatljiv i neuravnotežen radni odnos i da, prema dobro utvrđenoj sudskoj praksi, takva klauzula ne može biti prihvaćena. Slijedom toga, Komora je utvrdila da je 30. lipnja 2018. datum isteka ugovora, kako je jasno naznačeno u ugovoru, prema kojem se "*Ugovor sklapa za razdoblje od 17. lipnja 2016. do 30. lipnja 2018., odnosno do početka ljetnog prijelaznog roka u godini u kojoj ugovor ističe.*"
7. U nastavku, članovi Komore na odgovarajući su način razmotrili financijske uvjete ugovora. S tim u vezi, Komora je utvrdila da su se stranke dogovorile da će Tužitelj primati mjesečnu neto plaću od 8.000,00 EUR koja se isplaćuje u hrvatskim kunama u skladu sa srednjim tečajem Hrvatske narodne banke na dan isplate.
8. Komora je nadalje navela da je prema Tužitelju obveza isplate plaće i najamnine imala dospijeće 15. dana u mjesecu koji je slijedio onome u kojem je pružio svoje usluge te da su isplate bonusa dospijevale na dan odigrane utakmice.
9. Usto, Komora je primijetila da je Tužitelj imao pravo na isplatu najamnine do 400,00 EUR mjesečno i bonuse za postignute golove ili asistencije u postignutim golovima u iznosu od 1.000,00 EUR po голу za 1 do 10 golova, 2.000,00 EUR po голу za 11 do 15 golova i 3.000,00 EUR po голу za 15 i više golova.
10. Komora je dalje utvrdila da je Tužitelj imao opravdani razlog za jednostrani raskid ugovora 10. studenog 2016. godine, zbog činjenice da Tuženik nije isplatio njegovu plaću, bonuse i najamnine s dospjećem u srpnju 2016., unatoč tome što je Tužitelj ranije naveo da Tuženik nije podmirio obveze prema njemu.
11. Nadalje, Komora je utvrdila da Tuženik, sa svoje strane, nije dostavio svoj odgovor na zahtjev Tužitelja, unatoč tome što je pozvan da to učini. Na taj se način, kako se Komora složila, Tuženik odrekao prava na obranu.
12. Štoviše, i kao posljedica gore spomenutog razmatranja, Komora je utvrdila da će u skladu s Čl. 9. par. 3. Proceduralnih pravila donijeti odluku na temelju dokumenata koji su već u evidenciji.

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13. Zbog gore navedenog, Komora je naglasila da je osnovno pitanje u ovom sporu utvrditi je li Tužitelj s opravdanim razlogom raskinuo ugovor i, nakon toga, utvrditi posljedice istog.
14. Imajući ovo u vidu, Komora je zaključila da je nesporno da na datum raskida ugovora od strane Tužitelja, tj. 10. studenoga 2016., Tuženik nije isplatio plaću Tužitelju, s dospijecom u srpnju 2016. godine.
15. Uzimajući u obzir sve gore navedeno, u nedostatku bilo kakve obrane Tuženika i imajući u vidu da su prema Tužitelju plaće i najamnine dospjele 15. dana sljedećeg mjeseca, Komora je utvrdila da su plaće i najamnina za lipanj 2016. bile djelomično nepodmirene, te da su pune plaće i isplate najamnina za srpanj 2016. do rujna 2016., kao i bonus za utakmicu 12. kolovoza 2016. bile dospjele i ostale nepodmirene na datum raskida ugovora.
16. Na temelju prethodnog razmatranja, Komora je utvrdila da je Tuženik ozbiljno zanemario svoje ugovorne obveze prema Tužitelju. Stoga je Komora zaključila da je utvrđeno da Tuženik prekršio ugovor i da je, u skladu s dugogodišnjom i dobro uspostavljenom sudskom praksom Komore, povreda bila toliko ozbiljna da je Tužitelj imao opravdani razlog za jednostrani raskid ugovora o radu s Tuženikom 10. studenoga 2016. Slijedom toga, Komora je odlučila da Tuženik snosi odgovornost za prijevremeni raskid ugovora s opravdanim razlogom od strane Tužitelja.
17. U nastavku, prije utvrđivanja posljedica raskida ugovora s opravdanim razlogom od strane Tužitelja, Komora je odlučila da Tuženik mora ispuniti svoje obveze prema ugovoru u skladu s općim pravnim načelom "pacta sunt servanda".
18. U nastavku, Komora je utvrdila da su neisplaćene plaće prema Tužitelju u bruto iznosu u hrvatskim kunama, koje je on zatim pretvorio u iznose u eurima. S tim u vezi, Komora je dalje utvrdila da dokumenti koje je Tužitelj predočio u prilog zatraženim bruto plaćama ne dokazuju neosporno razliku između bruto i neto iznosa. Uz to, članovi Komore uzeli su u obzir da ugovor ne uključuje jasan tečaj kune / eura i da dokumentacija u evidenciji nije bila dovoljna za utvrđivanje ispravnog tečaja na datum dospijeca relevantnih iznosa. Stoga je Komora, uzimajući u obzir tekst ugovora, a posebno njegov članak 4. u skladu s kojim "[...] stranke dogovaraju mjesečnu neto plaću od 8.000,00 EUR [...]", smatrao da dodijeljeni iznosi trebaju biti neto iznosi u eurima.
19. Slijedom toga, Komora je odlučila da je Tuženik dužan isplatiti nepodmirenu naknadu podnositelju zahtjeva, posebno dio plaće iz lipnja 2016. u iznosu od 3.768,00 EUR neto i dio najamnine za lipanj 2016. u iznosu od 200,00 EUR, kao i četiri mjesečne plaće u iznosu od 8.000,00 EUR neto i četiri mjesečne najamnine po 400,00 EUR s pojedinačnim dospijecom od 16. kolovoza do 16. studenog 2016., kao i bonus za postignuti gol u iznosu od 1.000,00 EUR s dospijecom od 1. rujna 2016., u ukupnom iznosu od 38.568,00 EUR.
20. U tom pogledu, Komora je naglasila da, iako isplata plaće i najamnine Tužitelju za listopad 2016. godine nije još bila dospjela na datum raskida ugovora, Tužitelj je pružio svoje usluge Tuženiku tijekom cijelog mjeseca listopada 2016., te da bi se posljedično tome, takvo plaćanje trebalo smatrati nepodmirenom naknadom i ne bi smjelo biti podložno eventualnom ublažavanju.
21. Usto, Komora je uzela u obzir da je Tužitelj potkrijepio svoj zahtjev koji se odnosi na iznos bonusa od 1.000,00 EUR dokazima i da navodna razlika Tužitelja između njegovih bruto i neto plaće iznosi 19 %. Nadalje, u nedostatku jasnog ugovornog roka za isplatu bonusa za postignute golove, Komora smatra da, ako je primjenjivo, bonusi za postignute golove dospijevaju na kraju mjeseca u kojem je odigrana odgovarajuća utakmica.
22. Nadalje, uzimajući u obzir zahtjev Tužitelja, Komora je odlučila dodijeliti kamatu Tužitelju po stopi od 5% godišnje, od 16. dana u mjesecu koji slijedi onome tijekom kojeg je tužitelj pružao

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svoje usluge, vezano uz plaće i najamninu i godišnju ratu kamate od 5% od 1. rujna 2016. na iznos od 1.000,00 EUR za postignuti gol.

23. Utvrdivši da Tuženik snosi odgovornost za prijevremeni otkaz ugovora o radu s opravdanim razlogom, Komora je nadalje odlučila da, uzimajući u obzir čl. 17. par. 1. Pravilnika, Tužitelj ima pravo od Tuženika dobiti naknadu za kršenje ugovora uz gore spomenute nepodmirene obveze.
24. U tom kontekstu, Komora je istaknula da će u skladu s navedenim odredbama, posebno ako nije drugačije predviđeno ugovorom na osnovu spora, uz dužno razmatranje zakona o dotičnim državama, specifičnost sporta i daljnje objektivne kriterije, iznos odštete biti izračunat uključujući, posebno, naknade i druge beneficije dugovane Tužitelju prema postojećem ugovoru i / ili novom ugovoru, uz preostalo vrijeme prema postojećem ugovoru do najviše pet godina, i ovisno o tome ulazi li ugovorna povreda unutar zaštićenog razdoblja.
25. Primjenjujući mjerodavnu odredbu, Komora je bila mišljenja da je prije svega morala razjasniti sadrži li relevantni ugovor o radu bilo koju klauzulu pomoću koje su se stranke prethodno dogovorile o naknadi koju ugovorne stranke plaćaju u slučaju raskida ugovora. S tim u vezi, Komora je utvrdila da takva ugovorna klauzula nije bila uključena u ugovor na osnovu predmetne stvari.
26. Kao posljedica toga, članovi Komore utvrdili su da je iznos naknade koji Tuženi mora platiti Tužitelju morao biti procijenjen primjenjujući ostale parametre utvrđene u čl. 17. par. 1. Pravilnika. Komora je ponovila da navedena odredba sadrži nepotpun popis kriterija koji će se uzeti u obzir pri izračunu iznosa platevine naknade. Stoga se prema odluci odlučujućeg tijela mogu uzeti u obzir i drugi objektivni kriteriji.
27. Članovi Komore zatim su skrenuli pozornost na plaću/naknadu i druge beneficije Tužitelju prema postojećem ugovoru i/ili novom ugovoru, koji je Komora držala bitnim kriterijem. Članovi Komore smatrali su važnim naglasiti da formulacija čl. 17. par. 1. Pravilnika omogućava Komori da pri izračunu iznosa naknade uzme u obzir i postojeći ugovor i novi ugovor.
28. Imajući u vidu prethodno rečeno, Komora je pristupila izračunu novca plativog Tužitelju prema uvjetima ugovora o radu od njegovog raskida i zaključilo da bi Tužitelj bio primio 168.000,00 EUR kao plaću/naknadu da je izvršen ugovor o radu do redovnog datuma isteka, 30. lipnja 2018., odnosno 20-mjesečne plaće i plaćanja najamnine. Slijedom toga, Komora je zaključila da iznos od 168.000,00 EUR služi kao osnova za konačno utvrđivanje iznosa naknade za kršenje ugovora u konkretnom slučaju.
29. U nastavku, Komora je procijenila je li Tužitelj potpisao ugovor o radu s drugim klubom tijekom relevantnog razdoblja, pomoću kojeg je mogao smanjiti svoj gubitak prihoda. Prema stalnoj praksi KRS-a, takva naknada prema novom ugovoru (ugovorima) o radu bit će uzeta u obzir pri izračunu iznosa naknade za kršenje ugovora u vezi s općom igračevom obvezom ublažavanja štete.
30. Vijeće je podsjetilo da je Tužitelj sklopio ugovor o radu s albanskim klubom FC Vllaznia koji vrijedi od 29. siječnja 2017. do 31. svibnja 2017., u skladu s kojim je imao pravo na mjesečnu naknadu od 425.000,00 ALL. Štoviše, Tužitelj je sklopio ugovor o radu s albanskim klubom FC Kukesi koji je vrijedio od 12. kolovoza 2017. do 31. svibnja 2018. godine prema kojem je imao pravo na mjesečnu naknadu od 100.000,00 ALL.
31. Slijedom toga, zbog svih gore spomenutih razmatranja i specifičnosti konkretnog slučaja, Komora je odlučila da Tuženik mora platiti iznos od 149.000,00 EUR Tužitelju kao naknadu za kršenje ugovora.

32. Uz to, uzimajući u obzir zahtjev Tužitelja, kao i stalnu praksu Komore za rješavanje sporova u tom pogledu, Komora je odlučila da Tuženik mora isplatiti kamatu od 5% godišnje Tužitelju na iznos naknade na dan podnošenja zahtjeva, tj. 19. prosinca 2016., do datuma stvarne isplate.
33. Nadalje, u pogledu traženih pravnih troškova, Komora se pozvala na Čl. 18. par. 4 Proceduralnih pravila, kao i dugogodišnju dobro uspostavljenu sudsku praksu, u skladu s kojom neće biti dodijeljena naknada za sudske troškove u postupku pred Komorom za rješavanje sporova.
34. Nakon što je utvrdila gore navedeno, Komora se usredotočila na daljnje posljedice kršenja ugovora od strane Tuženika u zaštićenom razdoblju, i u tom pogledu, bavila se pitanjem sportskih sankcija protiv Tuženika u skladu s Čl. 17. par. 3. Pravilnika. Navedena odredba, između ostalog, propisuje da će se, uz obvezu plaćanja odštete, klubu za kojeg se utvrdi da krši ugovor tijekom zaštićenog razdoblja izreći sportske sankcije.
35. Nakon toga, članovi Komore pozvali su se na točku 7. stavke "Definicije" Pravilnika, koja, između ostalog, predviđa da zaštićeno razdoblje traje "cijele tri sezone ili tri godine, što god prije nastupi, nakon stupanja na snagu ugovora, kada je takav ugovor zaključen prije 28. rođendana profesionalnog igrača, ili cijele dvije sezone ili dvije godine, ovisno o tome što se dogodi prije stupanja na snagu ugovora, ako je takav ugovor zaključen nakon 28. rođendana profesionalnog igrača". S tim u vezi, Komora je zabilježila da se povreda ugovora o radu od strane Tuženika dogodila manje od 5 mjeseci nakon stupanja na snagu ugovora. Stoga je Komora zaključila da se povreda ugovora Tuženika dogodila u zaštićenom razdoblju.
36. Kao rezultat toga, na temelju Čl. 17. par. 4. Pravilnika i uzimajući u obzir da je utvrđeno da je Tuženik bez opravdanog razloga kršio ugovor o radu, Komora je odlučila da će mu se zabraniti registracija bilo kojeg novog igrača, bilo na nacionalnoj ili međunarodnoj razini, za cijela dva sljedeća uzastopna razdoblja registracije nakon obavijesti o ovoj odluci. S tim u vezi, Komora je naglasila da je Tuženika, osim što je očito postupio kršeći ugovor u zaštićenom razdoblju u ovom predmetu, u nekoliko navrata u nedavnoj prošlosti proglasila odgovornim zbog kršenja ugovornih odnosa s, između ostalog, igračima Chvedukasom (br. pred. sluč. 17-00007; odlučeno 20.04.2017.), Vitus (br. pred. sluč. 17-00008; odlučeno 20.04.2017) i Zahirović (br. pred. sluč. 17-00397; odlučeno 30.11.2017).
37. Konačno, Komora je zaključila svoje vijećanje odbijanjem svakog daljnjeg zahtjeva Tužitelja.

III. Odluka Komore za rješavanje sporova

1. Zahtjev tužitelja, Elisa Bakaja, djelomično se prihvaća.
2. Tuženik, Radnički Nogometni Klub Split, mora platiti Tužitelju u roku od 30 dana od dana obavijesti o ovoj odluci, nepodmirenu naknadu u iznosu od 38.568,00 EUR uvećano za godišnju kamatu od 5% kako slijedi:
 - a. 5% godišnje na iznos od 3.968,00 EUR od 16. srpnja 2016. do datuma stvarne isplate;
 - b. 5% godišnje na iznos od 8.400,00 EUR od 16. kolovoza 2016. do datuma stvarne isplate;
 - c. 5% godišnje na iznos od 8.400,00 EUR od 16. rujna 2016. do datuma stvarne isplate;
 - d. 5% godišnje na iznos od 8.400,00 EUR od 16. listopada 2016. do datuma stvarne isplate;
 - e. 5% godišnje na iznos od 8.400,00 EUR od 16. studenog 2016. do datuma stvarne isplate;
 - f. 5% godišnje na iznos od 1.000,00 EUR od 1. rujna 2016. do datuma stvarne isplate.
3. Tuženik mora platiti Tužitelju, u roku od 30 dana od dana obavijesti o ovoj odluci, naknadu za kršenje ugovora u iznosu od 149.000,00 EUR plus 5% godišnje kamate od 19. prosinca 2016. do datuma stvarne isplate.

/logotip organizacije FIFA/

4. U slučaju da Tuženik u navedenim rokovima ne plati iznose uvećane za kamate dužne Tužitelju prema gore navedenim brojevima III./2 i III./3, predmet će na zahtjev biti podnesen FIFA-inom disciplinskom odboru na razmatranje i službenu odluku.
5. Odbija se svaki daljnji zahtjev Tužitelja.
6. Tužitelju je naloženo da odmah i izravno obavijesti Tuženika o broju računa na koji treba izvršiti uplatu i da obavijesti Komoru za rješavanje sporova o svakoj primljenoj uplati.
7. Tuženiku, Radničkom nogometnom klubu Split, bit će zabranjeno registrirati nove igrače, na domaćoj ili međunarodnoj razini, tijekom cijela dva registracijska razdoblja koja slijede ovoj odluci.

Napomena vezana za utemeljenu odluku (pravni lijek):

Prema Članku 58. par. 1. Statuta FIFA-e, protiv ove odluke može se uložiti žalba pred Sportskim arbitražnim sudom (CAS). Izjava o žalbi mora biti poslana CAS-u izravno u roku od 21 dana od primitka obavijesti o ovoj odluci i sadržavati sve elemente u skladu s točkom 2. smjernica koje je izdao CAS, a čiju kopiju ovdje prilažemo. U roku od dodatnih 10 dana nakon isteka roka za podnošenje žalbene izjave, podnositelj žalbe će podnijeti podnesak CAS-u, u kojem će navesti činjenice i pravne argumente kojima se pokreće žalba (usp. Točku 4. smjernica).

Cjelovita adresa i kontakt brojevi CAS-a su kako slijedi:

Sportski arbitražni sud
Avenue de Beaumont 2
1012 Lausanne
Švicarska
Tel: +41 21 613 50 00
Fax: +41 21 613 50 01
e-mail: info@tas-cas.org
www.tas-cas.org

Za Komoru za rješavanje sporova:

/potpis nečitljiv/

Omar Ongaro

Direktor pravnih poslova

Prilog: CAS – ove smjernice

igrač Elis Bakaj, Albanija/Klub Radnički Nogometni Klub Split, Hrvatska

12/12

Ja, Karla Katalinić, stalna sudska tumačica za engleski i talijanski jezik, imenovana rješenjem predsjednika Županijskog suda u Splitu br. 4 Su-778/2017 od 23. studenog 2017. potvrđujem da gornji prijevod potpuno odgovara izvornu sastavljenom na engleskom jeziku.

U Splitu, 23.11.2020.
Br. OV: 57/2020.

Karla Katalinić





psdfifa@fifa.org

To: Mr Elis Bakaj.
c/o Mr Boro Rakic
odvjetnik-rajic@st.t-com.hr

Date: 26 March 2018

To: Radnicki Nogometni Klub Split
rnksplit@rnksplit.hr

Total Pages: 16
(including this page)

Copy for information by e-mail: - Croatian Football Federation

Re: Player Elis Bakaj, Albania / Club Radnicki Nogometni Klub Split, Croatia
(case ref. 16-02231/iml)

Fédération Internationale de Football Association
FIFA-Strasse 20 P.O. Box 8044 Zurich Switzerland T: +41 43/222 7777

Dear Madam / Sir,

Please find attached, the grounds of the decision passed in the aforementioned matter by the Dispute Resolution Chamber in the meeting held in Zurich, Switzerland, on 15 February 2018, as well as a copy of the directives of the CAS regarding its appeal procedure.

Yours faithfully,

On behalf of the
Dispute Resolution Chamber

Maja Kuster Hoffmann
Head of Players' Status



Decision of the Dispute Resolution Chamber

passed in Zurich, Switzerland, on 15 February 2018,

in the following composition:

Thomas Grimm (Switzerland), Deputy Chairman
Eirik Monsen (Norway), member
Stéphane Burchkalter (France), member
Philippe Diallo (France), member
Joseph Bell (Cameroon), member

on the claim presented by the player,

Elis Bakaj, Albania
represented by Mr Boro Rajic

as Claimant

against the club,

Radnicki Nogometni Klub Split, Croatia

as Respondent

regarding an employment-related dispute
arisen between the parties

I. Facts of the case

1. On 17 June 2016, the Croatian club, Radnicki Nogometni Klub Split (hereinafter: *Respondent*) and the Albanian player, Elis Bakaj (hereinafter: *Claimant*), signed an employment contract valid as from the date of signing until 30 June 2018 as well as an annex to the contract (hereinafter together referred to as: *contract*).
2. The contract establishes that *"The parties [...] agree that after 30 June 2017 the Club shall decide on the continuation of the remaining part of the Contract"*.
3. According to the contract, the Claimant was entitled to receive a monthly net salary of EUR 8,000 payable in Croatian Kuna (HRK) in accordance with the middle exchange rate of the Croatian National Bank on the day of payment. In addition, according to the contract, the Claimant undertook to issue a monthly invoice to the Respondent for services provided and the Respondent undertook to pay the relevant invoices within 15 days.
4. The contract further entitles the Claimant to an apartment paid by the Respondent with a rent of up to EUR 400 a month as well as bonuses for scored goals or assists to scored goals as follows: EUR 1,000 per goal for 1 to 10 goals, EUR 2,000 per goal for 11 to 15, and EUR 3,000 per goal for 15 and more goals.
5. On 25 October 2016, the Claimant put the Respondent in default of payment of the gross amount of HRK 275,070, which, according to the Claimant, equals approx. gross EUR 36,676 in accordance with the medium national bank exchange rate, referring to 3 full monthly salaries and rental payments for July, August, and September 2016, 1 partial salary and rental payment for June 2016, and a bonus for goals scored during a match on 12 August 2016.
6. By letter dated 10 November 2016, the Claimant terminated the contract, claiming that the Respondent still had not paid him the amount of HRK 275,070 set out in his default notice.
7. On 19 December 2016, the Claimant lodged a claim against the Respondent in front of FIFA for breach of contract requesting the following:
 - a) a declaration that the termination of the contract was with just cause;
 - b) that the Respondent be ordered to pay outstanding remuneration in the gross amount of EUR 50,389 including :
 - the amounts claimed in the default notice, EUR 36,676 corresponding to:

- EUR 4,651 gross relating to his salary for the period as from 17 June 2016 until 30 June 2016, which allegedly fell due on 15 July 2016;
 - EUR 9,875 gross relating to his salary for July 2016, which allegedly fell due on 15 August 2016;
 - EUR 9,875 gross relating to his salary for August 2016, which allegedly fell due on 15 September 2016;
 - EUR 9,875 gross relating to his salary for September 2016, which allegedly fell due on 15 October 2016;
 - EUR 200 relating to rent for the period from 17 June 2016 until 30 June 2016, which allegedly fell due on 15 July 2016;
 - EUR 400 relating to rent for July 2016, which allegedly fell due on 15 August 2016;
 - EUR 400 relating to rent for August 2016, which allegedly fell due on 15 September 2016;
 - EUR 400 relating to rent for September 2016, which allegedly fell due on 15 October 2016;
 - EUR 1,000 relating to bonus for scored goals, which allegedly fell due on 12 August 2016.
- EUR 9,875 gross relating to his salary for October 2016, which allegedly fell due on 15 November 2016;
 - EUR 400 relating to rent for October 2016, which allegedly fell due on 15 November 2016;
 - EUR 3,305 gross relating to his salary for the period from 1 until 10 November 2016, which allegedly fell due on 15 November 2016;
 - EUR 133 relating the rent for the period from 1 until 10 November 2016, which allegedly fell due on 15 November 2016.
- c) that the Respondent be ordered to pay EUR 202,062 as compensation for breach of contract, including:
- EUR 194,195 as *"residual value of remuneration"* as from 11 November 2016 until 30 June 2018;
 - EUR 7,867 as *"residual value of rental costs"* as from 11 November 2016 until 30 June 2018.
- d) 5% interest per year on the aforementioned amounts as from the day they fell due until the effective date of payment;
- e) sporting sanctions on the Respondent;
- f) that the Claimant's legal fees as well as procedural costs be at the charge of the Respondent.
8. According to the Claimant, salary and rental payments fell due on the 15th day of the following month and the bonus of EUR 1,000 for scored goals on the day of the relevant match, i.e. 12 August 2016. In this regard, the Claimant presented

a document related to his participation in the match of 12 August 2016. Furthermore, in order to support his claim related to the difference between his gross and net salary, the Claimant submitted a copy of invoices he issued to the Respondent for the monthly salaries in HRK that allegedly remained unpaid. In addition, the Claimant presented an exchange rate list apparently issued by the Croatian national bank applicable as of 8 December 2016.

9. In spite of having been invited to provide its comments on the claim of the Claimant, the Respondent did not reply to the claim.
10. The Claimant informed FIFA that, on 29 January 2017, he concluded an employment contract with the Albanian club FC Vllaznia, valid until 31 May 2017. According to said contract, the Claimant was entitled to a monthly gross salary of Albanian Lek (ALL) 425,000. On 12 August 2017, the Claimant concluded an employment contract with the Albanian club, FC Kukesi, valid until 31 May 2018. According to said contract, the Claimant is entitled to a monthly gross salary of ALL 100,000.

II. Considerations of the Dispute Resolution Chamber

1. First of all, the Dispute Resolution Chamber (hereinafter *DRC* or *Chamber*) analysed whether it was competent to deal with the case at hand. In this respect, the Chamber took note that the present matter was submitted to FIFA on 19 December 2016. Consequently, the 2015 edition of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (hereinafter: *Procedural Rules*) is applicable to the matter at hand (cf. art. 21 of the Procedural Rules).
2. Subsequently, the members of the Chamber referred to art. 3 par.1 of the Procedural Rules and confirmed that in accordance with art. 24 par. 1 in combination with art. 22 lit. b) of the Regulations on the Status and Transfer of Players (edition 2018), the Dispute Resolution Chamber is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between an Albanian player and a Croatian club.
3. Furthermore, the Chamber analysed which regulations should be applicable as to the substance of the matter. In this respect, it confirmed that in accordance with art. 26 par. 1 and 2 of the Regulations on the Status and Transfer of Player (edition 2018), and considering that the present claim was lodged on 19 December 2016, the 2016 edition of said regulations (hereinafter: *Regulations*) is applicable to the matter at hand as to the substance.

4. The competence of the Chamber and the applicable regulations having been established, the Chamber entered into the substance of the matter. In this respect, the Chamber emphasised that in the following considerations it will refer only to the facts, arguments and documentary evidence, which it considered pertinent for the assessment of the matter at hand.
5. Having said that, the members of the Chamber acknowledged that, on 17 June 2016, the Claimant and the Respondent concluded the contract, which indicates a period of validity running as from 17 June 2016 until 30 June 2018. It was further noted that according to art. 3 of the contract *"The parties [...] agree that after 30 June 2017 the club shall decide on the continuation of the remaining part of the Contract"*.
6. In this respect, the Chamber wished to point out that the aforementioned art. 3 appears to give the Respondent the possibility of terminating the contract at its complete and utter discretion. The members of the Chamber considered that said clause was, thus, clearly unilateral and potestative and provided for an unacceptable unbalanced employment relationship and that, according to its well established jurisprudence, such clause could not be accepted. Consequently, the Chamber established that 30 June 2018 is the date of expiry of the contract as clearly indicated in the contract, which stipulates that *"The Contract is entered into for the period from 17 June 2016 to 30 June 2018, i.e. until the beginning of the summer transfer window in the year in which the Contract expires."*
7. In continuation, the members of the Chamber duly considered the financial terms of the contract. In this respect, the Chamber took note that it had been agreed upon between the parties that the Claimant was to receive a monthly net salary of EUR 8,000 payable in Croatian Kuna in accordance with the middle exchange rate of the Croatian National Bank on the day of payment.
8. The Chamber further noted that according to the Claimant, payment of his salary and rent fell due on the 15th day of the month following the month during which he rendered his services and that bonus payments fell due on the day of the relevant match.
9. In addition, the Chamber took note that the Claimant was entitled to rental payments of up to EUR 400 per month and bonuses for scored goals or assists to scored goals amounting to EUR 1,000 per goal for 1 to 10 goals, EUR 2,000 per goal for 11 to 15 goals and EUR 3,000 per goal for 15 and more goals.

10. The Chamber further acknowledged that according to the Claimant, he had just cause to unilaterally terminate the contract on 10 November 2016, due to the fact that the Respondent failed to remit his salary, bonuses and rental payments due as of the month of July 2016 in spite of previously having been put in default of payment by the Claimant.
11. Furthermore, the Chamber took note that the Respondent, for its part, failed to present its response to the claim of the Claimant, despite having been invited to do so. In this way, so the Chamber agreed, the Respondent renounced its right to defence.
12. Moreover, and as a consequence of the aforementioned consideration, the Chamber established that in accordance with art. 9 par. 3 of the Procedural Rules it shall take a decision upon the basis of the documents already on file.
13. On account of the above, the Chamber highlighted that the underlying issue in this dispute was to determine as to whether the contract had been terminated by the Claimant with just cause and, subsequently, to determine the consequences thereof.
14. Having said that, the Chamber concluded that it has remained uncontested that, on the date of termination of the contract by the Claimant, i.e. 10 November 2016, the Respondent had failed to pay the Claimant's remuneration due as from July 2016.
15. Taking into account all the above, in the absence of any defence of the Respondent and bearing in mind that according to the Claimant salary and rental payments fell due on the 15th day of the following month, the Chamber established that the salaries and rent for June 2016 had been partially outstanding and that the full salaries and rental payments for July 2016 up to September 2016 and the bonus for the match of 12 August 2016 had fallen due and remained unpaid on the date of termination of the contract.
16. On account of the preceding consideration, the Chamber stated that the Respondent had seriously neglected its contractual obligations towards the Claimant. Therefore, the Chamber concluded that the Respondent was found to be in breach of the contract and that, in line with the Chamber's longstanding and well-established jurisprudence the breach was of such seriousness that the Claimant had just cause to unilaterally terminate the employment contract with the Respondent on 10 November 2016. Consequently, the Chamber decided that the Respondent is to be held liable for the early termination of the contract with just cause by the Claimant.

17. In continuation, prior to establishing the consequences of the termination of the contract with just cause by the Claimant, the Chamber decided that the Respondent must fulfil its obligations as per the contract in accordance with the general legal principle of "*pacta sunt servanda*".
18. In continuation, the Chamber acknowledged that according to the Claimant, the salaries due to him are gross amounts in Croatian Kuna, which he then converted into amounts in Euro. In this respect, the Chamber further considered that the documents presented by the Claimant in support of the claimed gross salaries do not conclusively establish the difference between gross and net. In addition, the members of the Chamber took into account that the contract does not include a clear HRK/EUR exchange rate and that the documentation on file did not suffice to establish the correct exchange rate on the due date of the relevant amounts. Therefore, the Chamber, taking into account the wording of the contract, and especially its article 4 in accordance with which "[...] *the Parties agree on a monthly net salary of EUR 8,000.00 [...]*", the Chamber considered that the amounts awarded should be net amounts in Euro.
19. Consequently, the Chamber decided that the Respondent is liable to pay to the Claimant outstanding remuneration, in particular, part of the salary of June 2016 amounting to EUR 3,768 net and part of the rent for June 2016 amounting to EUR 200, as well as four monthly salaries amounting to EUR 8,000 net each and four monthly rent payments of EUR 400 each due as from 16 August until 16 November 2016 and a scored goal bonus amounting to EUR 1,000 due as from 1 September 2016, totalling the amount of EUR 38,568.
20. In this respect, the Chamber highlighted that even though payment of the Claimant's salary and rent for October 2016 had not yet fallen due on the date of termination of the contract, the Claimant had rendered his services to the Respondent during the full month of October 2016 and that consequently, such payment should be considered outstanding remuneration and not subject to a possible mitigation.
21. In addition, the Chamber took into account that the Claimant had corroborated his claim relating to the EUR 1,000 bonus amount with evidence and that the Claimant's alleged difference between his gross and net salary is of 19%. Furthermore, in the absence of a clear contractual due date for payment of scored goals bonuses, the Chamber considered that, if applicable, the scored goal bonuses would fall due at the end of the month in which the relevant match was played.

22. In continuation, taking into consideration the Claimant's claim, the Chamber decided to award the Claimant interest at the rate of 5% p.a. as of the 16th day of the month following the month during which the Claimant rendered his services with respect to salaries and rent and 5% interest p.a. as of 1 September 2016 on the amount of EUR 1,000 for the scored goal bonus.
23. Having established that the Respondent is to be held liable for the early termination of the employment contract with just cause by the Claimant, the Chamber further decided that, taking into consideration art. 17 par. 1 of the Regulations, the Claimant is entitled to receive from the Respondent compensation for breach of contract in addition to the aforementioned outstanding remuneration.
24. In this context, the Chamber outlined that in accordance with said provision the amount of compensation shall be calculated, in particular and unless otherwise provided for in the contract at the basis of the dispute, with due consideration for the law of the country concerned, the specificity of sport and further objective criteria, including, in particular, the remuneration and other benefits due to the Claimant under the existing contract and/or the new contract, the time remaining on the existing contract up to a maximum of five years, and depending on whether the contractual breach falls within the protected period.
25. In application of the relevant provision, the Chamber held that it first of all had to clarify whether the pertinent employment contract contained any clause, by means of which the parties had beforehand agreed upon a compensation payable by the contractual parties in the event of breach of contract. In this regard, the Chamber established that no such compensation clause was included in the contract at the basis of the matter at stake.
26. As a consequence, the members of the Chamber determined that the amount of compensation payable by the Respondent to the Claimant had to be assessed in application of the other parameters set out in art. 17 par. 1 of the Regulations. The Chamber recalled that said provision provides for a non-exhaustive enumeration of criteria to be taken into consideration when calculating the amount of compensation payable. Therefore, other objective criteria may be taken into account at the discretion of the deciding body.
27. The members of the Chamber then turned their attention to the remuneration and other benefits due to the Claimant under the existing contract and/or the new contract, which criterion was considered by the Chamber to be essential. The members of the Chamber deemed it important to emphasise that the wording of art. 17 par. 1 of the Regulations allows the Chamber to take into

account both the existing contract and the new contract in the calculation of the amount of compensation.

28. Bearing in mind the foregoing, the Chamber proceeded with the calculation of the monies payable to the Claimant under the terms of the employment contract as from its termination and concluded that the Claimant would have received EUR 168,000 as remuneration had the employment contract been executed until its regular expiry date of 30 June 2018, *i.e.* 20 months' salary and rental payments. Consequently, the Chamber concluded that the amount of EUR 168,000 serves as the basis for the final determination of the amount of compensation for breach of contract in the case at hand.
29. In continuation, the Chamber assessed as to whether the Claimant has signed an employment contract with another club during the relevant period of time, by means of which he would have been able to reduce his loss of income. According to the constant practice of the DRC, such remuneration under a new employment contract(s) shall be taken into account in the calculation of the amount of compensation for breach of contract in connection with the player's general obligation to mitigate his damages.
30. The Chamber recalled that the Claimant had entered into an employment agreement with the Albanian club FC Vllaznia valid as from 29 January 2017 until 31 May 2017, in accordance with which he was entitled to receive a monthly remuneration of ALL 425,000. Moreover, the Claimant entered into an employment agreement with the Albanian club FC Kukesi valid as from 12 August 2017 until 31 May 2018 with which he was entitled to receive a monthly remuneration of ALL 100,000.
31. Consequently, on account of all of the above-mentioned considerations and the specificities of the case at hand, the Chamber decided that the Respondent must pay the amount of EUR 149,000 to the Claimant as compensation for breach of contract.
32. In addition, taking into account the Claimant's request as well as the constant practice of the Dispute Resolution Chamber in this regard, the Chamber decided that the Respondent must pay to the Claimant interest of 5% *p.a.* on the amount of compensation as of the date on which the claim was lodged, *i.e.* 19 December 2016, until the date of effective payment.
33. Furthermore, as regards the claimed legal fees, the Chamber referred to art. 18 par. 4 of the Procedural Rules as well as to its longstanding and well-established jurisprudence, in accordance with which no procedural compensation shall be awarded in proceedings in front of the Dispute Resolution Chamber.

Consequently, the Chamber decided to reject the Claimant's request relating to legal expenses.

34. Having established the above, the Chamber focused its attention on the further consequences of the breach of contract by the Respondent within the protected period, and in this respect, addressed the question of sporting sanctions against the Respondent in accordance with art. 17 par. 3 of the Regulations. The cited provision stipulates *inter alia* that, in addition to the obligation to pay compensation, sporting sanctions shall be imposed on a club found to be in breach of contract during the protected period.
35. Subsequently, the members of the Chamber referred to item 7 of the "Definitions" section of the Regulations, which stipulates, *inter alia*, that the protected period shall last "for three entire seasons or three years, whichever comes first, following the entry into force of a contract, where such contract is concluded prior to the 28th birthday of the professional, or two entire seasons or two years, whichever comes first, following the entry into force of a contract, where such contract is concluded after the 28th birthday of the professional". In this respect, the Chamber took note that the breach of the employment contract by the Respondent occurred less than 6 months following the entry into force of the contract. Therefore, the Chamber concluded that such breach of contract by the Respondent had occurred within the protected period.
36. As a result, by virtue of art. 17 par. 4 of the Regulations and considering that the Respondent was found in breach of the employment contract without just cause, the Chamber decided that the Respondent shall be banned from registering any new players, either nationally or internationally, for the two next entire and consecutive registration periods following the notification of the present decision. In this regard, the Chamber emphasized that apart from the Respondent having clearly acted in breach of the contract within the protected period in the present matter, the Respondent had also on several occasions in the recent past been held liable by the Chamber for the breach of contractual relationships with, *inter alia*, the players Chvedukas (case. ref. nr 17-00007; decided on 20 April 2017), Vitus (case. ref. nr. 17-00008; decided on 20 April 2017) and Zahirovic (case ref. nr. 17-00397; decided on 30 November 2017).
37. Finally, the Chamber concluded its deliberations by rejecting any further claim lodged by the Claimant.

III. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant, Elis Bakaj, is partially accepted.
2. The Respondent, Radnicki Nogometni Klub Split, has to pay to the Claimant, **within 30 days** as from the date of notification of this decision, outstanding remuneration in the amount of EUR 38,568 plus 5% interest *p.a.* as follows:
 - a. 5% *p.a.* on the amount of EUR 3,968 as from 16 July 2016 until the date of effective payment;
 - b. 5% *p.a.* on the amount of EUR 8,400 as from 16 August 2016 until the date of effective payment;
 - c. 5% *p.a.* on the amount of EUR 8,400 as from 16 September 2016 until the date of effective payment;
 - d. 5% *p.a.* on the amount of EUR 8,400 as from 16 October 2016 until the date of effective payment;
 - e. 5% *p.a.* on the amount of EUR 8,400 as from 16 November 2016 until the date of effective payment;
 - f. 5% *p.a.* on the amount of EUR 1,000 as from 1 September 2016 until the date of effective payment.
3. The Respondent has to pay to the Claimant, **within 30 days** as from the date of notification of this decision, compensation for breach of contract in the amount of EUR 149,000 plus 5% interest *p.a.* as from 19 December 2016 until the date of effective payment.
4. In the event that the amounts plus interest due to the Claimant in accordance with the above-mentioned numbers III./2 and III./3 are not paid by the Respondent within the stated time limits, the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee for consideration and a formal decision.
5. Any further claim lodged by the Claimant is rejected.
6. The Claimant is directed to inform the Respondent immediately and directly of the account number to which the remittance is to be made and to notify the Dispute Resolution Chamber of every payment received.

The Respondent, Radnicki Nogometni Klub Split, shall be banned from registering any new players, either nationally or internationally, for the next two entire and consecutive registration periods following the notification of the present decision.

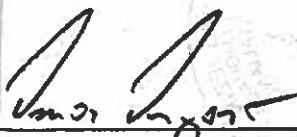
Note relating to the motivated decision (legal remedy):

According to article 58 par. 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (CAS). The statement of appeal must be sent to the CAS directly within 21 days of receipt of notification of this decision and shall contain all the elements in accordance with point 2 of the directives issued by the CAS, a copy of which we enclose hereto. Within another 10 days following the expiry of the time limit for filing the statement of appeal, the appellant shall file a brief stating the facts and legal arguments giving rise to the appeal with the CAS (cf. point 4 of the directives).

The full address and contact numbers of the CAS are the following:

Court of Arbitration for Sport
Avenue de Beaumont 2
1012 Lausanne
Switzerland
Tel: +41 21 613 50 00
Fax: +41 21 613 50 01
e-mail: info@tas-cas.org
www.tas-cas.org

For the Dispute Resolution Chamber:



Omar Ongaro
Football Regulatory Director

Encl. CAS directives

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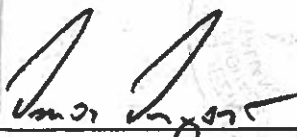
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