**Model arguments**

**Role-Playing Exercise 1: Club Terminates Contract Without Just Cause**

**Scenario Recap: FC Alfa terminates Robby Houben’s contract with 2 years left.**

**Model Arguments for Each Role**

**1. Player:**

🔹 **Main Argument:** The club terminated the contract without just cause, so full compensation is due under **Article 17 RSTP**.  
🔹 **Claims:**

* **Lost Salary**: The player was entitled to **€6 million** for the remaining 2 years.
* **Lost Bonuses**: The club was on track for a **top 3 finish**, so an additional **€1 million (2 × €500K)** should be included.
* **Mitigation Principle**: The player signed with SC Titania for **€1.5 million per year**. The total loss is **€3 million**(€3M – €1.5M × 2 years). The original club should cover this difference.
* **Moral Damages**: The club **damaged his reputation** by forcing him to train separately, making it harder to find a top-level club. **(Request: €2M in moral damages)**.

**Total Requested Compensation: €6M + €1M (bonuses) + €3M (salary difference) + €2M (moral damages) = €12M**.

**2. Club:**

🔹 **Main Argument:** The player found another club, reducing the club’s financial responsibility. Compensation should be limited.  
🔹 **Defenses:**

* **Mitigation Effect:** The player already signed with a new club. FIFA precedents show that compensation is reduced when a player secures a new contract (**De Sanctis case**).
* **No Moral Damages:** The club never publicly criticized the player, and training separately is a **common practice**. No moral damages should be awarded (**El-Hadary case**).
* **Bonuses Are Not Guaranteed:** The club argues that **bonuses should not be included** in the calculation because they were conditional.

**Proposed Compensation: €3M (difference in salary) + max €1M (partial bonuses) = €4M**.

**3. FIFA Dispute Resolution Chamber (DRC)**

🔹 **Decision Factors:**

* Does the club’s financial burden outweigh the player's rights?
* Is the request for moral damages justified?
* Should bonuses be included?  
  🔹 **Possible Ruling:**
* Compensation is granted but **moral damages are denied**.
* **Final Compensation Award: €7M (€6M salary + €1M bonuses - no moral damages).**

**MODEL ARGUMENT**

**Role-Playing Exercise 2: Player Terminates Contract Without Just Cause**

**Scenario Recap:**

**Michele Colucci (23, striker) terminates contract early to join Elite FC.**

**Model Arguments for Each Role**

**1. Original Club FC Wolfs - Avellino**

🔹 **Main Argument:** The player **unilaterally breached** his contract, so full compensation is due, including his **market value**.  
🔹 **Claims:**

* **Lost Salary & Bonuses:** Club is entitled to **€2.5 million (€2M salary + €500K bonuses)**.
* **Market Value Approach:** Since his **release clause was €25 million**, the club demands a similar amount in compensation (**Matuzalém case**).
* **New Club Induced the Breach:** Elite FC negotiated with the player before contract termination, making them **jointly liable**.

🔹 **Precedents:**

* **Matuzalém case**: Compensation must reflect the **market value of the player**, not just lost wages.
* **Webster case (CAS 2007/A/1298)**: FIFA does not automatically award market value, but it may be considered.

👉 **Total Requested Compensation: €2.5M (salary) + €25M (market value) = €27.5M.**

**2. Player:**

🔹 **Main Argument:** Compensation should be based **only on remaining wages**, as FIFA/CAS generally reject market value-based calculations.  
🔹 **Defenses:**

* **Remaining Salary Rule:** FIFA precedent (Webster case) shows that compensation should only include **remaining salary (€2M) + conditional bonuses (€500K max)**.
* **Market Value Not Considered:** CAS has ruled that **market value is too unpredictable** to use as compensation. The **Webster case capped damages at unpaid wages**.
* **New Club Is Not Liable:** Elite FC did not formally negotiate before termination.

🔹 **Precedents:**

* **Webster case**: Market value **is not automatically included** in compensation.
* **De Sanctis case**: FIFA considers only **wages and bonuses**, not transfer value.

👉 **Proposed Compensation: €2.5M (salary + bonuses)**.

**3. New Club - Elite FC**

🔹 **Main Argument:** Elite FC had no direct involvement in Michele Colucci’s decision to leave. They **should not be jointly liable**.  
🔹 **Defenses:**

* **No Pre-Contract Agreement:** The club only negotiated with the player **after contract termination**.
* **Alternative Offer:** The player had multiple offers, showing that he **acted independently**.

👉 **Objective: To avoid joint liability and reduce financial responsibility.**

**4. DRC PANEL**

🔹 **Decision Factors:**

* Should compensation be based only on salary, or should market value apply?
* Is there proof that Elite FC induced the breach?
* Should FC Wolfs -Avellino receive additional compensation?

🔹 **Possible Ruling:**

* Compensation is limited to remaining salary + bonuses.
* No market value compensation (following **Webster and De Sanctis** cases).
* Elite FC is **not held liable** as there is no proof of inducement.
* **Final Compensation Award: €2.5M (wages + bonuses).**

**Summary of Key Lessons**

✅ **Termination Without Just Cause always Triggers Compensation:**

For Clubs towards playeers easy to determine

For Players towards Clubs still problematic to establish

✅ **Market Value Is Rarely Considered**

✅ **Mitigation Is Key:** If a player finds a new club, their **new salary reduces the compensation owed**

✅  **Discretion about the application of sporting sanctions**

✅**Clubs are no longer held automatically Liable for Inducing Breach**

✅ Better prevent problems: **Liquidated damages/Buy Out Clauses**

✅**Negotiation can reduce financial risks**—clubs should consider settlements before litigation.