

Question			Points
Question 1			Total: 13.5+ 1.5 extra points
Art. 13 RSTP: As a principle, a fix-term employment contract cannot be unilaterally terminated.			1
Art. 14 RSTP: As an exception, if a party has just cause, a contract may be unilaterally terminated.			1
General definition of just cause: A just cause exists when the relevant breach is of such nature, or has reached such a level of seriousness, that the essential conditions under which the contract was concluded are no longer present and the injured party cannot in good faith be expected to continue the employment relationship.			1
Just cause can be invoked as an ultima ratio / last resort only.			0.5
Extra point	Mention that the standards are essentially the same as under Swiss employment law		0.5
Application to the present case	In general, all answers are accepted, provided that the student checks the right criteria and then applies them properly to the facts of the case, independent from the conclusion reached.		
		Why was the player dropped to the reserve team?	Criterion mentioned: 0.75 Reasonable application to the present case: 0.75
		Is the player still being paid the full salary?	Criterion mentioned: 0.75 Reasonable application to the present case: 0.75
		Is the measure permanent or temporary?	Criterion mentioned: 0.75 Reasonable application to the present case: 0.75
		Are there adequate training facilities for the reserve team?	Criterion mentioned: 0.75 Reasonable application to the present case: 0.75

		Are there specific contractual clauses dealing with the issue?	Criterion mentioned: 0.75 Reasonable application to the present case: 0.75
		Is the player training alone or with a team?	Criterion mentioned: 0.75 Reasonable application to the present case: 0.75
Conclusion	Formulation of a proper conclusion to the overall assessment.		1
Extra point:	Reference to the concept of just cause. However, the facts of the case do not conclusively indicate whether the requirements of just cause are met.		1
Question 2			
			Total: 3 +1.5 extra points
The present case concerns an employment-related matter between a player and a club.			0.5
For FIFA to have jurisdiction, the matter needs to be international . Internationality of the dispute is determined by the nationality of the player (not by his domicile)			1
In the present matter, the player is of Danish nationality, the club participates in the German Bundesliga, thus the matter is international.			0.5
Reference to art. 23 para. 1 RSTP: Dispute Resolution Chamber			0.5
Reference to art. 22 para. 1 lit. b) RSTP			0.5
Extra point	Mention that there is no indication of any independent arbitration tribunal established at national level OR no indication of any other choice of jurisdiction		0.5
Extra point	Mention that in theory, the player could consider bringing the matter to a state court, since this right is reserved under the RSTP		0.5
Extra point	Depending on the amount in dispute/complexity, the case will be either adjudicated by		

	the Single Judge DRC or by the DRC (art. 24 par. 1 of the Procedural Rules).		

Question 3			Total: 5.5 + 1 extra point
Art. 57 para. 1 of the FIFA Statutes: Appeals against final decision passed by FIFA's legal bodies shall be lodged with the Court of Arbitration for Sport (CAS).			0.5
Applicable deadline: 21 days as from receipt of the decision.			0.5
Procedure before CAS is determined by the Code of sports-related Arbitration (CAS-Code).			0.5
The present matter will be dealt with under the CAS Appeals Procedure (Art. R47ss. CAS-Code)			0.5
Statement of Appeal (Art. R48 CAS-Code)			0.5
Mention of Court Office Fee and Advance on Costs (Art. R64 CAS-Code)			0.5
Appeal Brief (Art. R51 CAS-Code)			0.5
Answer to the Appeal (Art. R55 CAS-Code)			0.5
Hearing (Art. R57 CAS-Code)			0.5
Applicable law (Art. R58 CAS-Code)			0.5
Award (Art. R59 CAS-Code)			0.5
Extra point: Reference to the <i>de novo</i> power of CAS to review the facts and the law.			0.5
Extra point: Reference to the fact that CAS Award could be challenged before the SFT			0.5