

Decision of the Players' Status Chamber

passed on 4 August 2025

regarding an employment-related dispute concerning the coach

BY:

Javier Vijandes Penas, Argentina

CLAIMANT:

Coach, Country A of Nation A

Represented by

RESPONDENT:

Nation A Territory Football Association, Nation A Territory

I. Facts of the case

1. The parties to this dispute are:
 - The Country A coach, the claimant (hereinafter: *the Coach* or *the Claimant*); and
 - The Nation A Territory Football Association (hereinafter: *the Respondent*), which is based in Nation A Territory overseas.
2. On 4 September 2023, the parties entered into an employment contract (hereinafter: *the Contract*) by means of which the Claimant was hired as the head coach of the Respondent's senior men's national football team from 1 July 2023 until 30 June 2025.
3. According to the Schedule 1 of the Contract, the Respondent undertook to pay to the Claimant Nation A currency 9,000 per week, as well as bonuses and fringe benefits.
4. Further, clause 8.4 of the Contract established the terms for termination of notice period, as follows:

"8.4. In the event that [the Respondent] wishes to terminate this Agreement, otherwise than under clause 10.1, it must:

(a) Give (12) twelve months' notice of termination to the Coach; and

(b) Pay to the Head Coach an amount of compensation equal to the Head Coach's basic annual salary at the prevailing rate, less deductions for income tax and National Insurance Contributions (as appropriate), and not being subject to any duty of the Head Coach to mitigate any loss which the Head Coach may have suffer as a result of the termination of this Agreement. Such amount to be paid in twelve (12) equal monthly instalments payable on the last working day of each calendar month (or the nearest working day should the last working day fall on a weekend / bank holiday), commencing on the last working day of the month following the termination of the Head Coach's employment."

5. Clauses 20.5 and 20.6 of the Contract provided the following:

"20.5. This Agreement shall be governed by and construed in accordance with the Laws of Nation A Territory.

20.6. In the case of any dispute or difference arising between the parties hereto as to the construction of this Agreement or the rights, duties or obligations of either party hereunder or any contractual claim arising out of or concerning the same or the Coach's employment hereunder the parties will:

(a) In the event that the [Respondent] is participating in any FIFA, confederation or association Tournaments at the relevant time, attempt to reach settlement in the first instance by mediation, failing which every such dispute or matter in difference shall be referred to Mediation in accordance with the Laws of Nation A Territory for the time being in force."

6. In September 2024, the Claimant exchanged WhatsApp messages with a contact saved as "Person A", who the Claimant alleged was a member of the Respondent's management. The parties discussed overdue payables.
7. In December 2024, the Claimant also exchanged WhatsApp messages with a different contact, saved as "Person B", who was also referred to as a member of the Respondent's administration.
8. On 11 April 2025, the Respondent sent the Claimant a formal notice of termination. The Respondent alleged that despite its efforts, it was unable to secure the necessary budget to continue with his employment. Furthermore, the Respondent acknowledged the overdue payables and the compensation clause contained in the Contract and pointed out that it intended to approach the matter constructively.
9. On an unspecified date, which the Claimant alleged was 23 April 2025, the Respondent provided the Claimant with a settlement proposal.
10. Also in April 2024, the Claimant and "Person A" exchanged further WhatsApp messages and held voice calls. The Claimant submitted transcriptions of the dialogs.
11. On 22 May 2025, the Claimant sent the Respondent a notice of default, demanding payment of Nation A currency 359,980 or "*an acceptable payment plan*" by 1 June 2025.
12. On 30 and 31 May 2025, the Respondent announced its new coaching staff on social media.

II. Proceedings before FIFA

13. On 4 July 2025, the Claimant submitted a first claim against the Respondent to FIFA. The claim was registered under ref. no. FPSD-xxxxx.
14. On 9 July 2025, the FIFA general secretariat acknowledged receipt of the abovementioned claim but informed the Claimant that it appeared to lack an international dimension. Consequently, the Claimant was informed that the dispute was seemingly outside of the Football Tribunal's scope of jurisdiction, and that the case would therefore be closed.
15. On 18 July 2025, the Claimant submitted a new claim to FIFA.

Jurisdiction

16. The Claimant insisted that the dispute had an international dimension, based on the allegation that *"the parties involved are members of separate FIFA member associations"*.
17. According to the Claimant, the Coach is from Country A and therefore *"affiliated with The Country A Football Association"* whereas the Respondent is an entirely separate football association recognised by FIFA. The Claimant also submitted a letter from the Country A Football Association stating that it would not be competent to handle the dispute between the Claimant and the Respondent.
18. The Claimant pointed out that the Respondent participates in FIFA competitions and it is not classed as an *"affiliated association"* within the meaning of the Country A Football Association regulations. He further added that declining jurisdiction in this matter would represent *"a misunderstanding of the football legal framework in Nation A and Nation A Territory"*.
19. Moreover, the Claimant alleged that FIFA was the most adequate forum because it should allow the Respondent to use the FIFA funds to settle the debt. According to the Claimant: *"the claim therefore concerns matters relating to FIFA, and it makes sense for FIFA to hear the claim"*.
20. Finally, the Claimant argued that there is no national-level arbitration system in Nation A Territory to hear the claim, which was also outside of the scope of the Country A Football Association. Thus, the Claimant requested that FIFA reconsider its position and accept jurisdiction.

Substance

21. Regarding the substance of the matter, the Claimant recalled that the Respondent terminated the Contract without just cause and should be liable to the ensuing consequences.
22. The Claimant requested the following relief, quoted *verbatim*:

"7 Claimant's Request for Relief

7.1 The Claimant claims:

7.1.1 By way of a contractual debt:

(i) Seven months and eleven days pay amounting to £287,102 in unpaid salary (7 months x £39,000 = £273,000 + 11 days x £1,282 = £14,102 = £287,102);

(ii) A win bonus of £6,000 (being 4 matches won under the term of the Contract amounting to 12 points x £500) ("Bonus");

(iii) £12,878 in relation to the Claimant's car (19 months x £677.82 per month) plus a deposit of £5,000 and a further payment of £10,000 in relation to the car (the Respondent has not made any payments to the Claimant in relation to his contractual car benefit) ("Car Allowance");

(iv) £468,000 (being the Claimant's termination payment, equal to 12 months of the Claimant's salary under the Contract) Total = £788,980 ("Outstanding Sum")

7.1.2 Alternatively, the Claimant claims damages for breach of the Contract in the amount of the Outstanding Sum as calculated under the headings (i) – (iv) above.

7.1.3 Interest.

7.1.4 Such further and other relief as FIFA sees fit."

23. On 23 July 2025, the FIFA General Secretariat informed the Claimant that the matter in question raised a preliminary procedural issue regarding the jurisdiction of the Football Tribunal and would therefore be submitted for an expedited decision in accordance with art. 19 of the Procedural Rules Governing the Football Tribunal (hereinafter: *the Procedural Rules*).

III. Considerations of the Players' Status Chamber

24. Firstly, the Chairperson of the Players' Status Chamber (hereinafter: *the Chairperson*) determined whether he was competent to deal with this case.
25. In doing so, he noted that this matter had been ultimately presented to FIFA on 18 July 2025 and submitted for a preliminary decision on 4 August 2025. Taking into account the wording of art. 34 of the January 2025 edition of the Procedural Rules, the Chairperson determined that this edition of the Procedural Rules was applicable to this matter.
26. Furthermore, in accordance with art. 19 par. 1 and 2 of the Procedural Rules, the Chairperson confirmed his competence to decide, in an expedited manner, whether this case is affected by any preliminary procedural matter (*i.e.*, whether the Football Tribunal obviously lacks jurisdiction or if the claim is time-barred). Likewise, the Chairperson highlighted that if the claim is not affected by any preliminary procedural matters, the FIFA general secretariat would be ordered to continue the procedure (*cf.*, art. 19 par. 3 of the Procedural Rules).
27. The Chairperson then referred to art. 2 par. 1 of the Procedural Rules and observed that in accordance with art. 23, par. 2 in combination with art. 22 par. 1 lit. c) of the Regulations

on the Status and Transfer of Players (hereinafter: *the Regulations*) (July 2025 edition), the Players' Status Chamber is competent to deal with employment-related disputes between coaches and member associations to FIFA with an international dimension.

28. At this point, the Chairperson recalled that the wording of the article in question clearly implies that the first condition that needs to be compulsorily fulfilled in order for FIFA to be competent to hear an employment related dispute between a coach and a member association is that the said dispute has an international dimension. This means, in other words, that in case the coach has the same nationality issued by the country (or territory) where the member association that holds his registration is based, the relevant dispute must be considered a purely internal (national) matter to be decided by the competent authorities in the respective country.
29. If the parties are of the same nationality (or even if they have a second nationality), an international dimension is only established if the claimant can prove that they were considered a foreigner in the country concerned¹. Furthermore, the jurisprudence of both the FIFA Football Tribunal and the Court of Arbitration for Sport (CAS) also recognises that the party invoking the international dimension bears the burden of producing conclusive and substantial evidence proving that they were not hired as nationals².
30. In other words, if the player (or, *mutatis mutandis*, the coach) is a national of the country in which the club (or, *mutatis mutandis*, the member association) is based, the dispute is considered to be of a purely national nature and therefore outside the Football Tribunal's jurisdiction. According to the Chairperson, this is because the *mens legis* of the rule is to protect the parties' access to justice and fair proceedings, while also respecting the autonomy of the member associations and the national dispute resolution system.
31. Therefore, where the claimant is registered under the same nationality as the respondent, or both parties indeed share the same nationality / seat, the minimum requirement of the international dimension is **not** met.
32. According to the Chairperson, this is precisely the case at hand, since the Claimant is from Country A (i.e., Nation A nationality) and the Respondent is based in Nation A Territory (i.e., part of Nation A). Therefore, the Chairperson confirmed that both parties shared the same (state) nationality, as the Nation A Territory does not confer a state nationality.
33. Furthermore, the fact that Nation A Territory maintains its own national team is insufficient to prove that the Claimant was not considered a national within the system and/or that his

¹ See, for example, CAS XXXX/X/XXXX

² See, for example, CAS XXXX/X/XXXX

access to justice was harmed. Similarly, the Chairperson emphasized that the concept of sporting nationality for eligibility purposes differed from that used to determine the Football Tribunal's jurisdiction.

34. Furthermore, while the Chairperson acknowledged the Claimant's concerns regarding the limitations of dispute resolution mechanisms available in Nation A Territory (or Nation A), he reaffirmed that the jurisdictional scope of FIFA is strictly defined and cannot be enlarged or modified by the FIFA General Secretariat or any member of the Football Tribunal. To do otherwise would risk undermining the consistency and integrity of FIFA's global dispute resolution framework, potentially leading to jurisdictional imbalances across the globe.
35. The Chairperson applied the same reasoning to dismiss the Claimant's assertion that FIFA should have jurisdiction on the basis that the matter concerns FIFA's internal affairs, particularly the use of FIFA funds. In his view, accepting such an argument would once again constitute an interpretation *extra legem*, undermining the Football Tribunal's jurisdictional boundaries.
36. The Chairperson was further reassured in his conclusion by the Football Tribunal's previous confirmation of the absence of an international dimension in cases involving clubs from Nation A Territory B (also a Nation A overseas territory) and Nation A citizens (see, for example, FPSD- xxxx, FPSD-xxxx, FPSD-xxxx, FPSD-xxxx, FPSD-xxxx), as well as in a recent dispute involving a club from Nation A Territory C and a Nation A national. The same rationale was also applied in cases involving clubs based in Nation B and players with Country B nationality and passports issued by Nation B Region (see *Commentary on the Regulations, Edition 2023 – p. 444- 6*).
37. Further, the Chairperson acknowledged that CAS had also confirmed this approach in an award issued on 18 March 2024, when it upheld a previous decision passed by the Football Tribunal³. In that case, the Sole Arbitrator dealing with the dispute between a Nation A player and a club based in Nation A Territory B (Nation A Overseas Territory B), ruled that:
 - the wording of art. 22, par. 1 lit. b) of the Regulations is clear and reinforced by the consistent jurisprudence of the Football Tribunal and CAS in similar cases;
 - the existence of the international dimension was conditional on the player being a foreigner in the club's country;
 - the fact that the parties shared the same Nation A nationality and the player was registered as a Nation A national was considered to be a decisive argument; and
 - in conclusion, there was no international element for players with nationalities

³ CAS XXXX/X/XXXX

of independent countries which have more than one member association of FIFA incorporated within their territory.

38. The Chairperson emphasized that the Football Tribunal had adhered to the above reasoning for several years and continues to do so in cases involving both players and coaches. As a result, the Chairperson decided that, for the Nation A national coaching the Nation A Territory B Football Association, there is no international dimension.
39. In conclusion, the Chairperson decided that the Football Tribunal does not have jurisdiction to hear the claim of the Claimant.
40. In continuation, the Chairperson referred to art. 25 par. 1 of the Procedural Rules, according to which *"Procedures are free of charge where at least one of the parties is a player, coach, football agent, or match agent"*. Accordingly, the Chairperson decided that no procedural costs were to be imposed on the parties.
41. Likewise, and for the sake of completeness, the Chairperson recalled the contents of art. 25 par. 8 of the Procedural Rules and decided that no procedural compensation shall be awarded in these proceedings.

IV. Decision of the Dispute Resolution Chamber

1. The Football Tribunal does not have jurisdiction to hear the claim of the claimant, the Coach.
2. This decision is rendered without costs.

For the Football Tribunal:



Emilio García Silvero

Chief Legal & Compliance Officer

NOTE RELATED TO THE APPEAL PROCEDURE:

According to art. 50 par. 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (**CAS**) within 21 days of receipt of the notification of this decision.

NOTE RELATED TO THE PUBLICATION:

FIFA may publish this decision. For reasons of confidentiality, FIFA may decide, at the request of a party within five days of the notification of the motivated decision, to publish an anonymised or a redacted version (cf., art. 17 of the Procedural Rules Governing the Football Tribunal).

CONTACT INFORMATION

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