

Decision of the Players' Status Chamber

passed on 1 July 2025

regarding an employment-related dispute concerning
Ghassane El Barhami

BY:

Javier Vijandes Penas, Argentina

CLAIMANT:

Ghassane El Barhami, Morocco
Represented by Mak International Group

RESPONDENT:

Somali Football Federation (SFF), Somali

I. Facts of the case

1. On 1 September 2023, the Moroccan national, Mr Ghassane El Barhami (hereinafter: *the Claimant*) and the Somali Football Federation (hereinafter: *the Respondent* or *the Federation*) signed an "Contract Agreement between Somali Football Federation and Physical/Fitness Coach Senior National Team" valid as from 1 September 2023 until 31 August 2025 (hereinafter: *the Employment Contract*).
2. Under the Employment Contract, the Claimant is referred to as "*Fitness/Physical Coach*". Furthermore, he is entitled to *inter alia* the following amounts:
 - USD 2,000 for the duration of the Employment Contract;
 - Reimbursement in provision of coaching services up to a maximum of 50% as a bonus performance;
 - Airline ticket in business class between his original country and Somalia; and
 - Accommodation.
3. Recitals, paragraphs, B, C and D of the Employment Contract reads as follows (quoted *verbatim*):

*"B. The Youth head coach **Mr. GHASSANE EL BARHAMI** is qualified professional football Fitness/Physical Coach and his license Fitness coaching with Certified of CAF*

C. The federation is desirous of engaging services of a professional football Fitness Coach for the position of National football team Fitness/Physical Coach of Somali (hereinafter called "National team") and for the professional general training and preparing physically and supervision of other national football team Fitness to which the Coach may be assigned by the federation.

D. The federation has offered to engage the Fitness Coach as the national Physical/Fitness Coach of the national team."

4. Clause 1 of the Employment Contract reads as follows (quoted *verbatim*):

"1. MILESTONES

A. The parties agree that the Physical/Fitness Coach of the Senior National team shall aim to achieve the following milestones:

B. Prepare the national team at home ground.

C. Scouting players from the local domestic competitions

D. Providing sufficient technical education both players and local coaches

E. Qualified CHAN Qualification CECAFA Zone 2024

F. World Cup Qualifiers for 2026

G. Qualifying CAN Qualification CECAFA Zone 2025

H. Win for U23 CECAFA Tournament 2024

I. Qualifying FIFA Arab Cup 2024 for Arabian Countries (TBC)"

5. The Employment Contract does not provide for an applicable law or jurisdiction clause.
6. On 9 August 2024, the Claimant sent a notification letter to the Federation requesting the employer to complete payment against the following unpaid dues:
 - Unpaid salaries;
 - USD 2,000, salary of May 2024
 - USD 2,000, salary of June 2024
 - USD 2,000, salary of July 2024
 - Unpaid allowances for camps;
 - USD 2,000 - Morocco/ Tunisia camp 2023 "Algeria & Uganda Games"
 - USD 1,000 - Morocco/ RSA Camp 2024 "Eswatini Game"
 - USD 2,000 - Mocambique Camp 2024 "Mocambique & Botswana Games"
 - USD 3,000 for hotel cancellation; and
 - USD 10,000 for the image and reputation damage incurred following a late cancellation of a camp schedule which the Federation appointed the Claimant to organize in Morocco.
7. On 29 August 2024, the Claimant sent a second letter to the Federation claiming the same unpaid dues specified in his letter dated 9 August 2024.
8. On 2 September 2024, the Federation responded to the Claimant via e-mail, stating that, quoted *verbatim*:

"(...) Regarding the claim about missing salaries, please be assured that SFF will ensure all salary payments are processed according to our agreement. As for the cost of the previous accommodation cancellation, SFF will handle this matter directly with the property owners or management, as per the established procedures as previously engaged with them since required details of the payment and yet have no reopens this. and for you at this point you are direct related to this unless you were assisted to get this planned camp in Morocco as per you will be more involved at this stage will be recording in interesting as not to be showing in more.

The other claims mentioned in your email, as noted, will be addressed in accordance with the relevant articles of your contract. We will review these details to ensure that all aspects of the agreement are honored in a manner that reflects the mutual understanding between both parties. (...)"

9. On 3 September 2024, the Federation paid USD 6,000 to the Claimant representing three (3) months salaries of May, June and July 2024.
10. On 7 October 2024, the Federation sent a letter of "*Termination of Contract - Fitness Coach, Somali Senior National Team*" to the Claimant (hereinafter: *the Termination Letter*) stating that, quoted *verbatim*:

*"After careful consideration, the Somali Football Federation has decided to terminate your contract as Fitness Coach for the Somali Senior National Team, effective at **9th of November 2024** as indicated in your contract article (10) in reference to the agreement.*

This decision was not made lightly, but it has become necessary for the overall progress and development of the team. We believe that moving in a different direction is in the best interest of the team and the federation.

As per the terms of your contract, we will ensure that all procedures related to the termination are handled in accordance with the agreement. By your final any outstanding dues will be processed in line with the terms outlined in your contract and SFF will be ensuring to be paid for all dues as per the contract agreed remuneration and benefits under the agreement. (...)"

11. Under the Termination Letter, the Claimant is referred to as "*Fitness Coach*".
12. Following the Termination Letter, the Claimant sent two (2) letters on 20 December 2024 and 29 April 2025 stating that the Employment Contract was terminated by the Federation without just cause and putting the Federation in default requesting payment of unpaid dues and compensation totalling USD 44,000. Under the letter dated 29 April 2025, the Claimant provided a final deadline of 1 May 2025 for the Federation to provide a response.

II. Proceedings before FIFA

13. On 5 December 2024, the Claimant submitted a correspondence to FIFA intending to lodge a claim against the Federation. On 6 December 2024, after a thorough analysis of the documentation provided, the FIFA general secretariat informed the Claimant *vide* a letter that FIFA does not appear to be competent to deal with the claim and therefore, closed the matter. The letter stated, quoted *verbatim*:

"(...) We acknowledge receipt of your correspondence dated 5 December 2024, by means of which you intended to lodge a claim against the Somali Football Federation. After a thorough analysis of the documentation you provided, in particular, the employment contract you concluded with the captioned federation, we noted that you were apparently employed as "Fitness/ Physical Coach".

We would like to refer you to art. 22 lit. c) of the Regulations on the Status and Transfer of Players (hereinafter: the Regulations), in accordance with which only employment related disputes of an international dimension between a club or an association and a coach fall under the jurisdiction and competence of FIFA.

*Likewise, we draw your attention to definition no. 28 of the Regulations, according to which a coach is "an individual employed in a **football-specific** occupation by a professional club(...)" (emphasis added).*

Equally, we would like to refer you to the content of art. 9 par. 1 of the Procedural Rules Governing the Football Tribunal (hereinafter: the Procedural Rules) which establishes that only members of FIFA, clubs, players, coaches or licensed match agents are admitted as parties in front of the relevant decision-making bodies.

On account of the above, we regret having to inform you that FIFA does not appear to be competent to deal with your claim. (...)"

14. On 10 May 2025, the Claimant filed the claim at hand before FIFA. This claim and evidence submitted thereunder is substantially similar to the correspondence submitted by the Claimant previously on 5 December 2024.
15. With respect to the FIFA jurisdiction, the Claimant did not submit any specific arguments in his claim.
16. As to the substance, the Claimant argued that the Respondent failed to comply with its financial duties under the Employment Contract and unilaterally terminated the Employment Contract without just cause. Accordingly, the Claimant requested that the Respondent be ordered to pay a total of USD 50,000 which includes unpaid salaries for August and September 2024, residual value of the Employment Contract as compensation, certain allowances and additional compensation, along with an interest of 5% p.a. as from various due dates.
17. On 12 June 2025, the FIFA general secretariat acknowledged receipt of the claim and *inter alia* requested the Claimant to provide it with "the Claimant's personal email address for registration on the FIFA Legal Portal" by 16 June 2025, which was submitted by the Claimant.
18. On 24 June 2025, the FIFA general secretariat informed the Claimant that the matter at hand raised a preliminary procedural matter concerning the jurisdiction of the Football Tribunal, hence would be submitted to an expedited decision in line with article 19 of the Procedural Rules Governing the Football Tribunal.

III. Considerations of the Players' Status Chamber

19. First of all, the Chairperson of the Players' Status Chamber (hereinafter: *the Chairperson*) analysed whether he was competent to deal with the case at hand.
20. In doing so, he firstly took note that the present matter was presented to FIFA on 10 May 2025 and submitted for a preliminary decision on 1 July 2025. Taking into account the wording of article 34 of the January 2025 edition of the Procedural Rules Governing the Football Tribunal (hereinafter: *the Procedural Rules*), the Chairperson determined that the aforementioned edition of the Procedural Rules is applicable to the matter at hand.
21. Furthermore, the Chairperson confirmed that, in accordance with article 19 paragraphs 1 and 2 of the Procedural Rules, he is competent to decide, in an expedited manner, whether the case at stake is affected by any preliminary procedural matter (*i.e.*, if the Football Tribunal obviously does not have jurisdiction or if the claim is time-barred). Likewise, the Chairperson highlighted that, in case the claim is not affected by any preliminary procedural matters, the FIFA general secretariat would be ordered to continue the procedure (*cf.* article 19 paragraph 3 of the Procedural Rules).
22. Subsequently, the Chairperson referred to article 2 paragraph 1 of the Procedural Rules and observed that in accordance with article 23, paragraph 1 in combination with article 22 paragraph 1 lit. c) of the Regulations on the Status and Transfer of Players (RSTP) (edition January 2025), the Players' Status Chamber would be **- in principle -** competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between an alleged coach from Morocco and a federation from Somali.
23. Notwithstanding the foregoing, the Chairperson noted that an issue regarding the jurisdiction of the Football Tribunal over the present claim exists and must be addressed accordingly.
24. In this respect, the Chairperson turned his attention to the Claimant's statement of claim and observed that it concerns an employment-related dispute between an alleged coach and a federation.
25. Against this background, the Chairperson recalled that on 1 January 2021 FIFA introduced a new regulatory framework governing the labour relations between coaches and clubs, and coaches and member associations. In particular, the amendment package included a proper definition of "*coach*" for the purposes of FIFA regulations (*cf.* definition item no. 28 of the RSTP).
26. In particular, the Chairperson acknowledged that said definition identifies a coach as an individual employed in a "*football-specific occupation*". This means that a coach shall be

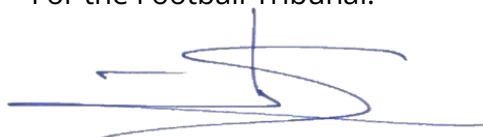
engaged in activities inherent to football that do not exist in the same way in other sports. Consequently, individuals practising activities that are not inherent to football are excluded from FIFA jurisdiction, such as nutritionists, sports scientists, fitness coaches, and the like.

27. On this note, the Chairperson determined he had to examine the reality of the facts to assess what the real function exercised by the Claimant at the Respondent was.
28. In doing so, the Chairperson initially highlighted that the Claimant is identified as an *"Physical/Fitness Coach"* in the Employment Contract, with general duties *inter alia* to scout players from local domestic competitions, providing technical education to both players and local coaches.
29. On top of the above, the Chairperson noted that the Claimant has failed to provide any additional explanation and/or documentation concerning his tasks at the Respondent and did not provide any argumentation regarding the jurisdiction of the Players' Status Chamber of the Football Tribunal, despite the first claim lodged by the Claimant on 5 December 2024 being closed by the FIFA general secretariat due to lack of jurisdiction of the Football Tribunal.
30. Consequently, the Chairperson was firm to conclude that the Claimant could not prove that his occupation was football-specific in accordance with the FIFA regulations and the well-established jurisprudence of the Players' Status Chamber, in that (a) the documentation on file, together with the Claimant's own position, confirms that he had been employed as a physical/fitness coach and (b) the Claimant did not file any evidence to the contrary, failing thus to meet his burden of proof under art. 13 par. 5 of the Procedural Rules.
31. Therefore, the Chairperson decided that the Football Tribunal does not have jurisdiction to hear the dispute at stake since it falls outside the scope of article 22, paragraph 1, lit. c) of the RSTP.
32. 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"*. While confirming that the Claimant is not a coach under the Regulations, the Chairperson recalled that the *mens legis* of the cited provision is directed at natural persons whom, unlike legal persons, do not have to bear any costs regarding proceedings before the Football Tribunal.
33. Lastly, the Chairperson decided that no procedural costs were to be imposed on the Claimant, also because it would result unfair, in this specific case, that a party who is not subject to the jurisdiction of the Football Tribunal would have to pay any costs.

IV. Decision of the Players' Status Chamber

1. The Football Tribunal does not have jurisdiction to hear the claim of the Claimant, Ghassane El Barhami.
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 article 57 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. article 17 of the Procedural Rules).

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