

Decision of the Players' Status Chamber

passed on 8 July 2025

regarding an employment-related dispute concerning
Klink Zoltán Ákos

BY:

Javier Vijande Penas, Argentina

CLAIMANT:

Klink Zoltán Ákos, Hungary
Represented by Bogdan Alexandru Chinces

RESPONDENT:

FK Csikszereda, Romania

I. Facts of the case

1. On 2 May 2024, the Hungarian national, Mr Klink Zoltán Ákos (hereinafter: *the Claimant*) and the Romanian club, FK Csikszereda (hereinafter: *the Respondent* or *the Club*) signed an employment contract (hereinafter: *the Employment Contract*) valid from 1 May 2024 to 30 June 2025.
2. The Employment Contract referred to the Claimant as "*Leader of Sport Science and Methodology*", often shortened as "*LSM*", as well as "*Participant in the sports activity*".
3. Clause IV.2 of the Employment Contract provided the following, quoted *verbatim*:

"IV: GENERAL RIGHTS AND OBLIGATIONS OF THE PARTIES

[...]

2. The participant in the sports activity has the following obligations:

a. to respect the rules of discipline established by the sports structure by rules and regulations as well as the disciplinary rules established by RFF. By signing the contract, the LSM declares that he has learned of the existence of these regulations and can not rely on the lack of knowledge of their provisions except in the case of the express refusal to communicate to him, upon his request, by the issuing entity to defend himself loyally and in the sporting chances;

b. to enhance athletic performance of the players by applying scientific principles and techniques.

c. to collaborate with LSMes and therapists to optimize the performance of individual players and the teams.

d. To develop tailored training regimens and routines for athletes, aligning with their specific performance goals.

e. to consult with therapists and doctors on the rehabilitation of Injured athletes, ensuring a smooth recovery process.

f. to coordinate the activity of the Strength and conditioning group.

g. to facilitate the cross-functional communication and collaboration to empower sport science initiatives.

h. to ensure safety protocols during testing and monitoring sessions.

- i. to mentor and supervise the activity of the fitness and conditioning staff.*
- j. To organize educational workshops, seminars, and webinars for the fitness and conditioning staff.*
- k. to comply with the safety and health measures established by the sports structure;*
- l. to comply with the rules of the sports structure and those provided by RFF / CFA;*
- m. to undergo periodic medical examinations and treatments;*
- n. to comply with all relevant anti-doping rules in the field; Collaborate in the preparation of the training program and plan,*
- o. Is responsible for meeting the objectives of physical training, with major Involvement in achieving performance goals and as well as increasing the physiological potential of athletes and developing motor skills at the highest level.*
- p. Elaborates the plans and the programs of physical training at the level of the academy teams, collaborates with the senior team fitness and conditioning LSM.*
- q. Prepare the tests and evaluations and applies the evaluation methods, prepares documents and reports on the results of tests and trials. Evaluate current (performance, effectiveness and other indicators), along the way but also the necessary data.*
- r. Elaborates written analyzes and syntheses to be presented collectively by specialties with which it collaborates.*
- s. to collaborate continuously with the head coaches es as well as with the other members of the technical staff*
- t. Analyses together with the teams staff, the way of achieving the training parameters and the results obtained after each competition/game*
- u. to refrain from engaging in potentially hazardous activities*
- V. to notify in due time cases of illness, injury, etc. which could disrupt the ongoing activities end undertake any investigations deemed necessary by the management of the club*
- w. to not affect the club s image, interest, prestige and public communication policy, or the sanction of penalties established by the internal regulations. In this respect, the LSM*

has the obligation to refrain from any action, statement, public or private position likely to violate this obligation and obtain AFK Csikszereda's prior approval of statements, interviews and / or other discussions, as well as the content on team activities, teams and sports team members;

X. not to disclose the contract or any provision thereof to a third party other than those involved in the performance of the contract and legally authorized state bodies;

y. To comply with the FRF, LPF, UEFA and FIFA regulations regarding the integrity of the football game”.

4. Pursuant to clause II.2 of the Employment Contract, the Respondent undertook to pay the Claimant the following remuneration:
 - EUR 3,000 net as monthly salary; and
 - EUR 3,000 net as signing bonus, payable by 15 May 2024.
5. On 26 September 2024, the Respondent unilaterally terminated the Employment Contract through the issuance of a document named “Decision No. 5146” (hereinafter: *the Termination Notice*), based on the alleged “*commission of several serious violations of obligations*” by the Claimant.
6. After unsuccessfully seeking relief from national dispute resolution within the Romanian Football Federation (FRF) for breach of contract, the Claimant filed the claim at hand before the FIFA Football Tribunal.

II. Proceedings before FIFA

7. On 25 April 2025, the Claimant filed a first breach of contract claim before FIFA, which was filed under case ref. FPSD-19035.
8. On 13 May 2025, 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 due to its lack of jurisdiction and that the case file would be closed as a result.
9. On 17 June 2025, the Claimant filed the claim at hand before FIFA.
10. Regarding the FIFA jurisdiction to rule on the matter, the Claimant argued that he was hired by the Respondent “*as a coach within the youth academy of the club and the Claimant undertook to train the athletes of the academy in accordance with the performance goals established by the Club together with other technical staff employed by the club.*” To support

his position, the Claimant highlighted excerpts of clause II and IV of the Employment Contract.

11. Additionally, the Claimant pointed out that, under Romanian regulations, coaches working in youth academies of professional football clubs must hold at least a UEFA B License and must be employed through either an employment contract or a civil convention. In this context, he provided a copy of a "*Certificate of Attendance*" certifying his completion of the "*HFF Coaching Award UEFA A DIPLOMA*", dated 6 June 2019.
12. Regarding the substance of the claim, the Claimant argued that the Respondent unilaterally terminated the Employment Contract without just cause on 26 September 2024, in violation of the provisions of Annexe 2 of the FIFA Regulations on the Status and Transfer of Players (hereinafter: *the Regulations*). Consequently, he claimed entitlement to EUR 27,000 and RON 38,220 as compensation, plus 5% interest *per annum* from 27 September 2024 until the date of effective payment. Additionally, the Claimant requested the imposition of sporting sanctions and the allocation of procedural costs to the Respondent.
13. On 1 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

14. Firstly, the Chairperson of the Players' Status Chamber (hereinafter: *the Chairperson*) determined whether he was competent to deal with this case.
15. In doing so, he noted that this matter had been ultimately presented to FIFA on 17 June 2025 and submitted for a preliminary decision on 1 July 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.
16. 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).

17. The Chairperson then referred to art. 2 par. 1 of the Procedural Rules and observed that in accordance with art. 23, par. 1 in combination with art. 22 par. 1 lit. c) of the Regulations (January 2025 edition), 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 Hungary and a club from Romania.
18. Notwithstanding the foregoing, the Chairperson noted that an issue regarding the Football Tribunal's jurisdiction over the present claim exists and must be addressed accordingly.
19. In this respect, the Chairperson turned his attention to the Claimant's statement of claim and noted that it concerns an employment-related dispute between an alleged coach and a football club.
20. 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 between 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 Regulations).
21. In particular, the Chairperson acknowledged that the definition identifies a coach as someone employed in a "*football-specific occupation*". This means that coaches shall engage in activities that are inherent to football and 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.
22. On this note, the Chairperson determined that he had to examine the facts in order to assess the Claimant's actual role at the Respondent.
23. In doing so, the Chairperson initially highlighted that the Claimant is identified as a "*Leader of Sports Science and Methodology*" (often shortened to "LSM") in the Employment Contract.
24. Likewise, the Chairperson noted that clause II.1 clearly established that the object of the Employment Contract was the hiring of the Claimant for "*sports activity, consisting in the preparation, scientific coordination of the physical training of athletes in training and competitions as a specialist in sports science and sports methodology at the FK Csítszereda football academy*" (emphasis added).
25. The Chairperson emphasized that this point is further substantiated by clause IV.2 of the Employment Contract, which outlined a series of obligations assumed by the Claimant towards of the Respondent—none of which qualify as "football-specific" within the scope

of the Coach definition under the Regulations. In fact, the Chairperson deemed that most of these activities were more consistent with the responsibilities typically associated with a sports scientist focused on fitness and physical training. These include, *inter alia*, “to coordinate the activity of the Strength and conditioning group,” “to mentor and supervise the activity of the fitness and conditioning staff,” and “to organize educational workshops, seminars, and webinars for the fitness and conditioning staff.”

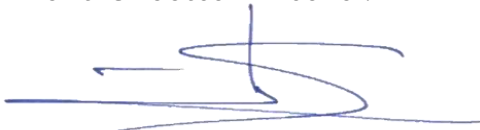
26. In this context, the Chairperson observed that the Claimant highlighted item d) of the aforementioned provision in an attempt to characterize his duties as football-related (*i.e.*, “to develop tailored training regimens and routines for athletes, aligning with their specific performance goals”). However, the Chairperson noted that this item (which seemed to be the only one out of twenty-four) was broadly formulated and lacked any explicit reference to the real nature or type of training involved. Moreover, when interpreted in light of the rest of the Employment Contract, and given that the training was described as being “tailored” to the “specific performance goals” of each athlete, the Chairperson was convinced that the emphasis was primarily on physical conditioning and individual performance enhancement, rather than on team-based or football-specific activities.
27. The Chairperson was reassured by this conclusion when considering that the FRF had also confirmed, upon consultation by the FIFA General Secretariat, that the Claimant was employed as a “Fitness Coach”. The Chairperson also wished to emphasize that, even if the Claimant disagreed with his role designation, it served as proof that the Club had acted consistently *vis-à-vis* the job description set out in the Employment Contract.
28. Lastly, the Chairperson referred to the definition of “Coach” as set out in the Regulations, emphasizing that merely holding a coaching license—or noting that such a license is required to work as a coach in a specific jurisdiction—does not, in itself, establish that an individual was employed as a coach. According to the Chairperson, the decisive element is not the possession of the license *per se*, but whether the individual was actually hired to perform coaching duties, and whether the license was necessary for the specific role outlined in the employment agreement. The Chairperson also considered that this was not the case in the present matter.
29. Consequently, the Chairperson concluded that the Claimant’s occupation was obviously not considered to be football-specific in accordance with the FIFA regulations and the well-established jurisprudence of the Players’ Status Chamber. This is because (a) the documentation on file, together with the Claimant’s own position, confirmed that he had been employed as a sports scientist focused on fitness and physical training, and (b) the Claimant did not file any evidence to the contrary (neither in the previous case nor in the present one), thus failing to meet his burden of proof under art. 13 par. 5 of the Procedural Rules.

30. Therefore, the Chairperson ruled that the Football Tribunal did not have jurisdiction to hear the dispute in question, as it fell outside the scope of art. 22, par. 1, lit. c) of the Regulations.
31. The Chairperson then 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 person, who, unlike legal persons, are not required to bear any costs relating to proceedings before the Football Tribunal.
32. Lastly, the Chairperson decided that no procedural costs were to be imposed on the Claimant, as it would be unfair in this specific case for a party who is not subject to the Football Tribunal's jurisdiction to 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, Mr Klink Zoltán Ákos.
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).

CONTACT INFORMATION

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