

PECULIARITIES OF EARLY TERMINATION OF A SPORTS CONTRACT UNDER THE LEGISLATION OF THE REPUBLIC OF UZBEKISTAN

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Sports contracts are becoming key tools in regulating legal relations in professional sports. In other words, sports contracts are an integral part of professional sports, and their conclusion represents an important stage in the careers of all athletes. Nevertheless, as noted by E. T. Musaev, the nature of a sports contract in legal science is poorly studied, that is why research of the legal nature of contracts in sports is relevant and in demand [1, p. 63]. We believe that a correct understanding of the legal essence and features of sports contracts is extremely important, since a lack of awareness in this area can lead to conflict situations and adverse consequences for both athletes and sports organisations.

First, it should be emphasized that there is no legal definition of the term "sports contract" in the legislation of the Republic of Uzbekistan. At the same time, the analysis of the legislation of the Republic of Uzbekistan reveals that sports contracts should be regarded exclusively as employment contracts.

Thus, part one of Article 25 of the Law of the Republic of Uzbekistan "On Physical Culture and Sports" in the new version stipulates that the athlete has the right to conclude employment contracts with physical education and sports and other organisations in the manner prescribed by law. In addition, according to part three of Article 28 of the above Law, the athlete's belonging to a physical culture and sports organisation is determined on the basis of the employment contract concluded between the athlete and the physical culture and sports organisation, and (or) on the basis of membership of the athlete in a physical culture and sports organisation. Article 503 of the Labor Code of the Republic of Uzbekistan (hereafter, LC RUz) in the new edition, which entered into force on April 30, 2023, establishes the peculiarities of the legal regulation of sportsmen labor.



At the same time, the analysis of foreign experience indicates that a sports contract can be regulated by both the norms of labor and civil legislation. V.P. Vaskevich argues that the relations between professional athletes and professional sports clubs can be regulated by either civil-law, or labor, or mixed contracts [2].

The legal regulation of sports contracts in **the Republic of Kazakhstan** is also interesting. According to the Law of the Republic of Kazakhstan of 03.07.2014 No. 228-V "On Physical Culture and Sports" a sports contract is a civil law contract concluded between an athlete, coach or other specialist and a sport organisation in the field of physical culture and sports.

However, it is noted that there are problems in the legal regulation of sports contracts in the Republic of Kazakhstan due to the fact that neither labor legislation nor the Law of the Republic of Kazakhstan "On Physical Culture and Sports" does not contain the specifics of regulating the labor of employees in this area [3, C. 123].

In **the United States Code**, the term "professional sports contract" means an agreement under which an individual is employed, or agrees to render services, as a player on a professional sports team, with a professional sports organization, or as a professional athlete [4]. U.S. law allows for cases where it is objectively impossible to enter into a contract of employment between an individual athlete and a professional sports organization. For example, the contract between the Ultimate Fighting Championship sports organization is a self-employed-professional contract [5].

In our view, sports contract covers both an employment contract with an athlete and a contract of a civil-legal nature, concluded in specific circumstances. At present there are quite a large number of sports, and it is not always possible to conclude an employment contract between individual athletes and professional sports organisations. In our opinion, it is necessary to regulate at the legislative level the procedure and conditions of concluding civil law contracts between athletes and professional sports organisations.

Grounds for early termination of a sports contract: Based on the provisions of the applicable legislation of the Republic of Uzbekistan, sports contracts may be terminated prematurely:

- a) by agreement of the parties;
- b) on the initiative of the athlete;



c) on the initiative of the professional sports organisation-employer;

d) due to circumstances beyond the control of the parties.

The termination of a sports contract by agreement of the parties is one of the methods of early termination of the contract, which takes place through a mutual agreement between the athlete and the professional sports organisation. One of the characteristics of this method of termination is the avoidance of litigation and conflicts between the parties. Termination of a sports contract by agreement of the parties has a number of advantages, including:

- quick resolution of disputes between the parties;
- reducing the cost of litigation;
- maintaining good relations between the parties.

It should be pointed out that the termination of a sports contract by agreement of the parties has its own peculiarities, which affect the process of termination and the legal consequences for the parties to the contract.

The first peculiarity is the necessity for both parties to sign a supplementary agreement on the terms of the contract termination. This document must include all the essential terms of the termination, such as the date of termination, the terms of compensation (if provided for in the contract) and the legal consequences for the parties.

The second peculiarity is the fact that the termination of a contract by agreement of the parties may have additional legal consequences. For example, if the player and the club agree to terminate the contract during the season, questions will arise about payments by the club, salary balances and additional benefits that the contract provided for. In this case, additional legal issues may need to be resolved.

Terminating a sports contract at the initiative of an athlete is a fairly common practice in the sports industry. This type of contract termination is usually based on financial, performance or other reasons that are of great importance to the athlete.

Part 1 of Article 160 of the LC RUz stipulates that an employee has the right to terminate an employment contract concluded for an indefinite term, as well as a fixed-term employment contract before its expiration, by giving fourteen (14) calendar days' notice to the employer in writing. It should be noted that this warning period does not always correspond to the warning periods established by sports federations (associations). Thus, according to Part 1 of Article 14 of the Regulations



on the Status and Transfers of Players (2020): "If the club illegally fails to pay the player two salaries on the dates set by the terms of the contract, the player has the right to terminate the contract. In this case, the player, having notified the club in writing, must give him a 15-day period for the full performance of his financial obligations. In the process of applying this rule may be subject to other provisions". The legislator, taking into account this circumstance, determined that the duration of the notice period to terminate the employment contract on the athlete's initiative is set by the parties to the employment contract, taking into account the terms established by the Ministry of Youth Policy and Sports of the Republic of Uzbekistan on the recommendations of sports federations (associations) of the Republic of Uzbekistan for the relevant sport or type of sport (article 503 of the LC RUz).

One of the main peculiarities of terminating a contract at the initiative of an athlete is that this type of termination may be difficult for the athlete due to the presence of penalties that may be stipulated in the contract. Thus, according to Part 9 of Article 160 of the LC RUz, in the case of the early termination of a fixed-term labor contract at the initiative of an employee, the employee may be required to pay a forfeit. In such circumstances, the athlete pays a forfeit to the employer if the individual employment relationship is terminated at the athlete's initiative, as well as on grounds related to the athlete's guilty actions (inaction). However, if the amount of the penalty is not defined in the sports contract, the parties are exempt from paying it.

The actual problem in termination of a sports contract at the initiative of an athlete, in our opinion, is that the legislator does not take into account the internal norms (local acts) of sports federations (associations), regulating the rules and procedures for termination of sports contracts with players.

There is an established practice that unjustified termination of a sports contract may lead to legal liability for an athlete due to violation of the terms of the sports contract and the local acts of sports federations (associations) for sports. Specific provisions for the termination of the employment contract with football players are contained in the Regulations on the Status and Transitions of Players (2020) of the Uzbekistan Football Association. These regulations stipulate that a party that terminates an



employment contract without just cause shall pay compensation to the other party, as well as incur sporting sanctions.

In other words, even if the legislation of the Republic of Uzbekistan allows athletes to terminate their employment contract with sports organisations early, in case of unjustified termination the athlete is sanctioned by the sports organisation, which leads to a conflict between the legislation of the Republic of Uzbekistan and the internal regulations of sports federations.

Terminating a sports contract at the initiative of the sports organisation is no less important than terminating the contract at the initiative of the athlete. The decision to terminate the contract in this case is made by the management of the sports organisation. One of the main peculiarities of terminating a contract at the initiative of a sports organisation is that this decision can be provoked by various reasons and, most importantly, must be justified and legitimate. Basically, such decisions are taken when an athlete fails to comply with the terms of the sports contract.

According to Part 2 of Article 161 and Part 14 of Article 503 of the LC RUz, the validity of the termination of an employment contract, in particular a sports contract, means one of the following reasons (grounds):

- 1) liquidation of a sports organization;
- 2) changes in the number or staff of employees of a sports organisation due to changes in technology, organization of production and work, and reduction in the scope of work;
- 3) the incompatibility of the athlete with the position held or the activity performed due to inadequate qualifications. It should be noted that poor performance or injury of an athlete cannot be sufficient grounds for early and unilateral termination of a sports contract [6, 29]. Case law of the Court of Arbitration for Sport (CAS) shows that the poor performance of an athlete in the absence of strict wording in the sports contract about the athlete's poor performance is not a ground for legal termination of the sports contract. Thus in Case No. CAS 2010/A/2049 it ruled that: "...nothing in the Contract justifies termination of contract based on sporting performance. Moreover, it happens quite frequently that clubs sign players who subsequently disappoint with their sporting performance. In the absence of strict contractual



language, inadequate sporting performance can hardly constitute a legitimate breach of contract....” [7].

4) systematic breach of employment duties by an athlete. A systematic violation of labour duties shall be a repeated disciplinary offence committed by an athlete within one year from the date of bringing the athlete to disciplinary or material responsibility or applying measures provided for by labour legislation and other legal acts on labour, for a previous violation of labour duties;

5) a single gross violation by an athlete of his/her labour duties. The list of one-time gross violations of labour duties, for which termination of the employment contract with an employee may follow, is determined by

- the internal labour regulations;
- the employment contract between the owner and the head of the organisation, as well as the employment contract between the employee and the employer in cases provided for by the LC RUz;
- statutes and regulations on discipline with respect to certain categories of employees covered by the statutes and regulations on discipline.

6) sports disqualification for a period of six months or more. In accordance with the Law of the Republic of Uzbekistan "On Physical Culture and Sports", the sports disqualification of an athlete is a suspension of an athlete from participation in sports competitions, which is carried out by the international sports federation (association) for the relevant sport or the national sports federation (association) for the relevant sport for violation of sport rules or regulations (regulations) on sports competitions or anti-doping rules approved by the international sports

7) violation by an athlete, including a single violation, of anti-doping rules approved by international anti-doping organisations.

Accordingly, a decision to undertake this process may protect the interests of the sports organisation and it is important that all legal and financial considerations are taken into account. At the same time, terminating a contract at the initiative of a sports organisation can be a complex process with its own characteristics and consequences.

In Article 168 of the LC RUz the legislator has provided **the grounds for termination of the employment contract due to circumstances not depending**



on the will of the parties. The following are the grounds on which a sports contract shall be early terminated:

- 1) conscription of an athlete for military or alternative service;
- 2) the entry into force of a court sentence, by which the athlete is sentenced to a punishment that excludes the possibility of continuing the previous work, as well as the referral of the athlete by court order to a specialized medical and preventive care facility;
- 3) violation of the established rules of employment, if the admitted violation cannot be eliminated and prevents the continuation of work
- 4) occurrence of circumstances that, according to the legislation, prevent continuation of the employment relationship (recognition of the athlete as completely incapable of work in accordance with the medical opinion issued in accordance with the established procedure, deprivation of a permit or license to perform certain work, etc.)
- 5) Cancellation of the court decision or cancellation (deeming illegal) of the decision of the State Labour Inspectorate of the Ministry of Employment and Labor Relations of the Republic of Uzbekistan to reinstate the athlete to work;
- 6) the death of an athlete, as well as the recognition by a court of an athlete as missing or the declaration of the athlete as deceased.

In summary of this scientific analysis, we can conclude that a sports contract shall be considered both in the narrow sense as an employment contract and in the broad sense as an employment and civil-law contract. In the early termination of sports contracts with professional athletes, it is necessary to take an individual approach and take into account the peculiarities of their employment. As noted by E.M. Tayufovich [1, 68], when considering disputes arising from sports contracts, it is necessary to assess their nature and accordingly choose the norms of labour or civil law to be applied.

It is also recommended to supplement Article 503 of the LC RUz with parts 16 and 17 of the following content:

"The employment contract with an athlete may contain a condition on the athlete's obligation to make a monetary payment (compensation) in favour of the employer in the event of early termination of the employment contract at the initiative of the athlete without just cause, as well as in the event of termination of the employment



contract at the initiative of the employer on grounds that relate to disciplinary sanctions.

The amount and procedure of the monetary payment (compensation) provided for in paragraph sixteen of this article shall be determined by the employment contract”.

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