

## On Some Features of the Contract of a Professional Athlete Using the Example of the Legislation of the Republic of Uzbekistan

*Musaev Elbek Tayufovich*

*Candidate of Legal Sciences, Acting Professor of the Department of Civil Law, Tashkent State Law  
University, Tashkent, Republic of Uzbekistan*

**Abstract:** in this article, a sports contract is analyzed as a legal way to ensure relations between parties in professional sports. The research proposed in the article is aimed at giving an idea of what the features of a sports contract are, identifying gaps in legislation and problems of law enforcement in the field of physical culture and sports. The specifics of a contract on sports activities and some specific responsibilities of an athlete under a sports contract are also considered.

**Keywords:** physical culture, sport, athlete, sports contract, conclusion, features of a sports contract, responsibilities, improvement of legislation.

Physical culture and sports are becoming increasingly prominent not only as social, but also as political factors in the modern world. The involvement of the broad masses of the population in physical education and sports, as well as success in international competitions, serves as indisputable proof of the vitality and spiritual strength of any nation, and contributes to the creation of a positive image of the state in the international arena. Therefore, state support for physical culture and sports is one of the important directions of the socio-economic policy of our country.

In such a situation, theoretical research conducted with the aim of improving the legal regulation of social relations, including those arising in various areas of physical culture and sports activities, becomes relevant. The scientific basis is the only true tuning fork for law-making and legislative activity. Research in the field of sports contracts allows us to conclude that an attempt is being made to consider the field of physical education and sports through the prism of legal regulation, in particular to generalize, systematize and comment on the legislation regulating various areas of physical education and sports activities, to present the theory quite fully, convincingly and methodically correctly. legal support for physical education and sports in Uzbekistan, including sports contracts.

At the same time, today the complex of normative legal acts regulating physical culture and sports has, as already noted, been practically unexplored in the domestic legal literature.

The research proposed in the article is aimed at giving an idea of what a sports contract is, what its features are, identifying gaps in legislation and problems of law enforcement in the field of physical culture and sports.

219	ISSN 2576-5973 (online), Published by "Global Research Network LLC" under Volume: 6 Issue: 10 in Oct-2023 <a href="https://globalresearchnetwork.us/index.php/ajebm">https://globalresearchnetwork.us/index.php/ajebm</a>
	Copyright (c) 2023 Author (s). This is an open-access article distributed under the terms of Creative Commons Attribution License (CC BY). To view a copy of this license, visit <a href="https://creativecommons.org/licenses/by/4.0/">https://creativecommons.org/licenses/by/4.0/</a>

The sources of law in the field of physical culture and sports, as well as for the general system of law, can be various legal acts and other regulatory documents developed by the competent bodies of the legislative and executive powers of the state. The main source of law is the Constitution of the Republic of Uzbekistan. For example, in the New Edition of the Constitution of Uzbekistan, Article 48 states that “The State creates conditions for the development of physical culture and sports, the formation of a healthy lifestyle among the population.” [1]

Sports contract as a legal way to ensure relations between parties in professional sports Article 57 of the new Labor Code of the Republic of Uzbekistan states: “everyone has the right to freely choose a place of work” [2].

It is now undeniable that professional athletes are employees. Their employers are various physical education and sports organizations and associations (sports teams, clubs, federations, leagues), which they protect.

The nature of sports activity determines the need to use those rules of law that can best ensure legal regulation of the work of professional athletes. This paragraph discusses the grounds for concluding contracts between athletes and physical education and sports organizations.

The main regulatory document in the field of development of physical culture and sports, labor sports activities is the Law of the Republic of Uzbekistan “On Physical Culture and Sports”.

In accordance with Article 3 of the above-mentioned Law, “professional sport is a part of sport involving the organization and conduct of sports competitions, for participation in and preparation for which, as their main activity, athletes receive remuneration and (or) wages,” and “an athlete is an individual systematically engaged in a chosen sport or sports, constantly improving their sports skills and taking part in sporting events” [3].

Based on Article 15 of the Law, “citizens have the right to engage in amateur as well as professional sports as an athlete, coach or sports judge.

The procedure for the creation and operating conditions of enterprises, institutions and organizations in the field of amateur and professional sports are determined by law” [3].

Article 25 of the Law of the Republic of Uzbekistan “On Physical Culture and Sports” states that an athlete has the right to “conclude employment contracts with physical culture, sports and other organizations in the manner established by law” [3].

The activities of professional athletes are regulated by the labor legislation of the Republic of Uzbekistan, in particular Article 503 [2], as well as norms developed on the basis of the charters of international and national physical culture and sports organizations and approved by professional physical culture and sports associations in agreement with the republican federations for the relevant sports.

A contract on sports activities is concluded on the basis of the labor legislation of the Republic of Uzbekistan; it is an agreement in writing between an athlete, a professional athlete (coach, specialist) and the head of a physical education and sports organization. The contract must contain the athlete’s responsibilities, his rights to social and health insurance, the conditions for concluding and terminating the contract. A sports activity contract may contain other terms and obligations. A physical culture and sports organization provides the athlete with conditions for preparing for and participating in sports competitions, timely payment of wages, and fulfills other obligations stipulated by the contract on sports activities and not contradicting the legislation of the Republic of Uzbekistan.

220	<p>ISSN 2576-5973 (online), Published by “Global Research Network LLC” under Volume: 6 Issue: 10 in Oct-2023 <a href="https://globalresearchnetwork.us/index.php/ajebm">https://globalresearchnetwork.us/index.php/ajebm</a></p>
	<p>Copyright (c) 2023 Author (s). This is an open-access article distributed under the terms of Creative Commons Attribution License (CC BY). To view a copy of this license, visit <a href="https://creativecommons.org/licenses/by/4.0/">https://creativecommons.org/licenses/by/4.0/</a></p>

As follows from the above definitions, the terms of the contract for sports activities do not include any provisions that differ from the terms of the employment contract. However, a contract on sports activities must provide for special conditions for its conclusion and termination, unknown to the Labor Code, due to the characteristics of professional sports.

In fact, the legal relationship between an employee-athlete and an employer has certain specifics, and in some of its manifestations it is unique and has no analogues in other sectors of activity.

The issue of formalizing the relationship between an employer and an athlete or coach is widely discussed in foreign legal science, in particular in the Russian Federation, the Republic of Belarus, the Republic of Kazakhstan and others. As discussed above, the question of the nature of the contract that formalizes this type of relationship remains debatable: should it be considered a labor contract, a civil contract, or a new type of contract - a sports contract (mixed) with elements of the first two? According to some scientists, relations between professional athletes and professional sports clubs can be regulated using either civil, labor, or mixed contracts. Others propose to call such an agreement mixed and believe that, although agreements of this kind, representing a synthesis of civil and labor rights and obligations of the parties, are not directly provided for by law, this is not an obstacle to their conclusion, since the parties can enter into an agreement both stipulated and not provided for by law.

Some civil scholars admit that in relation to the relationship between a professional athlete and a sports organization, it is reasonable to speak not about an employment contract in its pure form, but about a sports-labor contract, since such an agreement contains elements and features of an employment contract, as well as features that are unique to the field of professional sports.

So, we can give an example from practice. The contract of the professional football club "Dynamo" (Samarkand) contains clauses with the features of an employment contract - "take care of the club's property", as well as clauses with features unique to the field of professional sports - "do not accept remuneration or valuable gifts from individuals or organizations for achieving victory in a non-sportsmanlike manner, or attempting to otherwise influence the outcome of any particular match or series of games" [4]. That is, such an agreement should be considered mixed.

The difference between a sports contract and other contracts

The work of professional athletes has its own characteristics and is regulated by labor legislation taking into account these characteristics, which is reflected in the relevant laws and other regulatory legal acts.

We have already touched on what distinguishes a sports contract from other types of contracts. The specificity of the contract on sports activities is that:

1. the contract for sports activities is concluded on the basis of the labor legislation of the Republic of Uzbekistan;
2. the contract is an agreement in writing between an athlete, a professional athlete (coach, specialist) and the head of a physical education and sports organization, including a professional sports club and team;
3. the contract is subject to registration in the republican federation (Association) for the relevant sport;
4. a contract on sports activities must contain the responsibilities of the athlete, his rights to social and medical insurance, the conditions for concluding and terminating such a contract, and may also contain other conditions and obligations;

221	<p>ISSN 2576-5973 (online), Published by "Global Research Network LLC" under Volume: 6 Issue: 10 in Oct-2023 <a href="https://globalresearchnetwork.us/index.php/ajebm">https://globalresearchnetwork.us/index.php/ajebm</a></p>
	<p>Copyright (c) 2023 Author (s). This is an open-access article distributed under the terms of Creative Commons Attribution License (CC BY). To view a copy of this license, visit <a href="https://creativecommons.org/licenses/by/4.0/">https://creativecommons.org/licenses/by/4.0/</a></p>

5. a physical education and sports organization provides the athlete with conditions for preparing for and participating in sports competitions, timely payment of wages, and fulfills other obligations stipulated by the contract on sports activities and not contradicting the legislation of the Republic of Uzbekistan.

Let us note, for example, that in the Russian Federation the Federal Law “On Physical Culture and Sports in the Russian Federation” [5] directly grants the athlete the right to conclude an employment contract. However, it does not exclude civil contracts in this area. In the Republic of Kazakhstan, an agreement on sports activities is concluded with an athlete. Article 1 of the Law of the Republic of Kazakhstan “On Physical Culture and Sports” defines “an agreement on sports activities as a civil contract concluded between an athlete, coach or other specialist in the field of physical culture and sports and a physical culture and sports organization” [6].

The legislation of the Republic of Belarus, namely the Decree of the Ministry of Sports and Tourism of the Republic of Belarus dated July 14, 2014 No. 26 “On the peculiarities of concluding civil contracts in the field of professional sports” [7], provides for the essential conditions of this type of contracts.

Labor Code of the Republic of Belarus in Art. 314-2 also establishes mandatory conditions that must be reflected in the employment contract with an athlete or coach [8]. However, we note that the draft Sports Code of the Republic of Belarus provides for the need to conclude an agreement on sports activities, which is subject to registration with the federation for the sport [9]. The nature of this agreement relates to the civil law sphere.

There are no such norms in the legislation of the Republic of Uzbekistan; however, we note that in practice, for example, contracts of professional football clubs with players are subject to mandatory registration with the Football Association of Uzbekistan.

#### 1. Specific responsibilities of athletes.

The specific responsibilities of athletes include, for example, the obligation of a professional player in a sport to play only for a certain team, the obligation to play at full strength, maintain one’s physical and psychological state at the proper level, and persistently and persistently improve one’s sports skills.

Thus, according to paragraph b of Article 19 of the Argentine Law “Status of a Professional Football Player”, a professional athlete - a football player is obliged to maintain and improve his skills and psychosomatic functions for the implementation of sports activity, the decrease or loss of which through the fault of the player will be considered a serious violation of obligations [10]. Article 5 of the KHL (Continental Hockey League) Regulations establishes that a hockey player must constantly be in optimal sports shape throughout the entire hockey season [11].

However, for example, the contract of the professional football club “Dynamo” (Samarkand) does not contain the above requirements for the athlete.

Another non-standard responsibility is maintaining a sports regime. Thus, the legal definition of a sports regime is established by Article 1 of the Law of the Republic of Belarus “On Physical Culture and Sports” [12], which means the order of behavior of an athlete during sporting events and the athlete’s daily routine, including the regime of training and (or) competitive work, periods rest, nutrition, recovery, participation in medical examinations. The Law of the Republic of Uzbekistan “On Physical Culture and Sports” does not contain such a definition.

The contracts of athletes in the Republic of Uzbekistan stipulate the requirements for discipline and responsibility for its violation. For example, the contract of the PFC (Professional Football Club) “Dynamo” (Samarkand) specifies the athlete’s responsibility in case of violation of labor discipline -

222	ISSN 2576-5973 (online), Published by “Global Research Network LLC” under Volume: 6 Issue: 10 in Oct-2023 <a href="https://globalresearchnetwork.us/index.php/ajebm">https://globalresearchnetwork.us/index.php/ajebm</a>
	Copyright (c) 2023 Author (s). This is an open-access article distributed under the terms of Creative Commons Attribution License (CC BY). To view a copy of this license, visit <a href="https://creativecommons.org/licenses/by/4.0/">https://creativecommons.org/licenses/by/4.0/</a>

“fines for being late for work, for the departure of an airplane, train, bus, absence without a good reason” [13].

However, this is not the only understanding of sports mode. In some sports organizations, a sports regime is understood not only as training and nutrition, but also as athletes’ compliance with ethical standards in the field of sports, the fair play principle, and adherence to moral and ethical standards, both in personal life and in society.

For example, the obligation to comply with ethical standards in sports is directly enshrined in the legislation of the Russian Federation (Article 24 of the Federal Law “On Physical Culture and Sports in the Russian Federation”) [5] and the Republic of Kazakhstan (Article 23 of the Law of the Republic of Kazakhstan “On Physical Culture and Sports” ) [6]. Also, the said Law of the Republic of Kazakhstan establishes the athlete’s obligation to know the musical version and text of the national anthem of the Republic of Kazakhstan. Compliance with ethical standards in sports, as a general rule, is established in the Regulations of professional leagues, in acts of federations or associations for sports.

Thus, Article 25 of the Law of the Republic of Uzbekistan “On Physical Culture and Sports” contains a requirement for athletes to “comply with ethical standards in the field of physical culture and sports” [3]. The standard contracts of professional football clubs of Uzbekistan also contain requirements “Comply with public moral and ethical standards of behavior in everyday life, playing and training activities”, paragraph 4.28 of the “Regulations of the 2021 football competition among non-amateur clubs of the Republic of Uzbekistan” contains a requirement for football players that “the player must look neat” [14].

Quite common in contracts with professional athletes is the establishment of a diet (restrictions, for example, on the use of certain foods, tobacco, alcohol), a ban on the use of medications without the permission of the team doctor, restrictions on free time, including sleep, and some other forms of private life. . Violation of the sports regime may become grounds for disciplinary action and dismissal against the athlete. The concept of a sports regime is not established in the legislation of the Republic of Uzbekistan and is not always spelled out in contracts, for example, of professional football clubs.

Note that the obligation to comply with the sports regime is broader, for example, the obligation to comply with internal labor regulations, because affects not only the athlete’s working time.

Thus, the regulation of these relations goes beyond the scope of labor law.

## 2. Working hours of the athlete, coach.

In accordance with Article 114 of the Labor Code of the Republic of Uzbekistan, “working time is considered to be the time during which the employee, in accordance with the routine or work schedule, or the terms of the employment contract, must fulfill his job duties” [2].

The worker also includes overtime work in excess of the established working hours (overtime, work on public holidays, public holidays and weekends), which can only be applied with the consent of the employee (Article 124 of the Labor Code of the Republic of Uzbekistan) [2].

Many experts note that the specifics in regulating the working hours of a professional athlete and coach are not consistent with the current provisions of labor legislation. Thus, the Labor Code of the Republic of Uzbekistan provides for a rule according to which “the duration of working time for an employee cannot exceed forty hours a week” (Article 115) [2], and for “workers from sixteen to eighteen years old no more than 36 hours a week” ( Article 242) [2].

For professional athletes, working time does not coincide with the concept of working time under labor legislation and, as a rule, exceeds established standards. For athletes, working time is the time of training

223	ISSN 2576-5973 (online), Published by “Global Research Network LLC” under Volume: 6 Issue: 10 in Oct-2023 <a href="https://globalresearchnetwork.us/index.php/ajebm">https://globalresearchnetwork.us/index.php/ajebm</a>
	Copyright (c) 2023 Author (s). This is an open-access article distributed under the terms of Creative Commons Attribution License (CC BY). To view a copy of this license, visit <a href="https://creativecommons.org/licenses/by/4.0/">https://creativecommons.org/licenses/by/4.0/</a>



and training camps, and the time of competitions. The concept of “standard working hours” is also different. Training, game, and competition schedules are typically more intense than regular work schedules. Thus, in accordance with the calendar of games of the 2019 Uzbekistan Football Championship, 14 out of 36 games, and the 2020 calendar, 15 out of 36 fall on Sundays.

The contracts of athletes in the Republic of Uzbekistan stipulate the requirements for discipline and responsibility for its violation. For example, the contract of PFC Dynamo (Samarkand) specifies the athlete’s responsibility in case of violation of labor discipline - “fines for being late for work, for the departure of an airplane, train, bus, absence without a good reason” [13].

Provisions on limiting the personal rights of an athlete.

The contract with the athlete may include restrictions such as a ban on public performances, marriage and the birth of children during the period of the contract. Also, in some agreements there may be a provision that the athlete grants a sports organization, for example, a club for a certain sport, exclusive rights to use his image, i.e. exclusive right to use the name, image, photo and video images, graphic and any other images.

According to some authors, the provision in the contract with the athlete about the transfer of exclusive rights to use his image contradicts the current legislation, because Some of the listed rights relate to inalienable personal non-property rights (the right to a name), and also require the consent of the athlete and appropriate remuneration to the athlete

But at the same time, sports clubs and federations are obliged to follow the regulations and instructions of international sports federations. Therefore, in sports, the transfer of an athlete’s image rights to a club or federation, as well as the restriction of the athlete himself in the use of his name, image, will be recognized as legitimate.

The same is established by Art. 99 of the Civil Code of the Republic of Uzbekistan. It is proposed to apply the provisions of the license agreement to this kind of relationship [15]. The position is justified by the fact that, in accordance with the Civil Code of the Republic of Uzbekistan, “the performer (author of the performance) is the citizen whose creative work created the performance” [15], and the image of an athlete (football player on the field, hockey player on the ice) is the result of his creative work, expressed in motor activity.

Thus, the transfer by an athlete to a club of the right to use his image (performance) is nothing more than the conclusion between the athlete and the counterparty of one of two agreements: on the alienation of exclusive rights or a license agreement, depending on the scope of the rights transferred.

Also raising questions is the presence in the contract of a ban on marriage and the birth of children. According to Article 32 of the Constitution of the Republic of Uzbekistan, “the family is under the protection of the state” [1]. Such conditions in the contract are void, they contradict both the law and the general policy of the state, and also go beyond the scope of labor and civil legislation.

Thus, it can be stated that a sports contract, or, as it is also called, a mixed contract, is a new independent contract that includes elements of both an employment contract and a civil law one and has many features.

# Literature:

1. New edition of the Constitution of the Republic of Uzbekistan //National legislative base Lex.uz
2. New Labor Code of the Republic of Uzbekistan // National legislative base Lex.uz
3. Law of the Republic of Uzbekistan “On Physical Culture and Sports” // National legislative base Lex.uz
4. Musaev E.T. Subjects in the field of sports: issues of protecting their rights and interests in the Republic of Uzbekistan. Collection of articles of the XXXIX International Scientific and Practical Conference “Trends and Prospects for the Development of Science and Education in the Conditions of Globalization.” Ukraine, Pereyaslav-Khmelnytsky, September 28, 2018, p. 135 – 141
5. Federal Law of the Russian Federation “On Physical Culture and Sports in the Russian Federation” [https://www.consultant.ru/document/cons\\_doc\\_LAW\\_73038/](https://www.consultant.ru/document/cons_doc_LAW_73038/)
6. Law of the Republic of Kazakhstan “On Physical Culture and Sports” <https://adilet.zan.kz/rus/docs/Z1400000228>
7. Resolution of the Ministry of Sports and Tourism of the Republic of Belarus dated July 14, 2014 No. 26 “On the peculiarities of concluding civil contracts in the field of professional sports” <https://etalonline.by/document/?regnum=w21429119>
8. Labor Code of the Republic of Belarus. <https://etalonline.by/document/?regnum=hk9900296>
9. Draft Sports Code of the Republic of Belarus. <https://neg.by/novosti/otkrytj/sportivnyj-kodeks-vyhodit-na-start-c-17106/>
10. Argentine law “Status of a professional football player.” <https://elibrary.ru/item.asp?id=39181627>
11. Regulations of the KHL (Continental Hockey League) [https://www.khl.ru/documents/KHL\\_sports\\_regulations\\_2023.pdf](https://www.khl.ru/documents/KHL_sports_regulations_2023.pdf)
12. Law of the Republic of Belarus “On Physical Culture and Sports” <https://pravo.by/document/?guid=3871&p0=H11400125>
13. Contract of PFC (Professional Football Club) “Dynamo” (Samarkand), Internet materials.
14. Regulations of competitions for the 2021 season held by the professional football league of Uzbekistan // National legislative base Lex.uz
15. Civil Code of the Republic of Uzbekistan //National legislative base Lex.uz