

Certain Legal Aspects of a Professional Athlete's Contract

Musayev Elbek Tayufovich
Tashkent State University of Law, Uzbekistan



DOI : <https://doi.org/10.61796/ijblps.v2.i1.259>



Sections Info

Article history:

Submitted: December 28, 2024

Final Revised: January 04, 2025

Accepted: January 11, 2025

Published: January 18, 2025

Keywords:

Physical culture

Sports

Professional athlete

Sports legislation

Sports contract

Civil-law conditions

ABSTRACT

Objective: This study aims to analyze the legal framework governing sports contracts in Uzbekistan, identify challenges in the current regulations, and propose recommendations for improvement, focusing on the classification of sports contracts as labor, civil-law, or hybrid agreements. **Method:** A comparative legal analysis was conducted, examining national and international legal frameworks, including Uzbekistan's legislation, the Civil Code of Belarus, and labor regulations in Germany, Mexico, and Chile. A doctrinal approach was employed to explore legal debates on the classification of sports contracts. **Results:** The findings reveal that sports contracts occupy a unique legal space, blending elements of labor and civil-law agreements. In Uzbekistan, ambiguities persist in the "Law on Physical Culture and Sports," which does not explicitly favor labor or civil-law contracts. By contrast, countries like Belarus explicitly recognize hybrid contracts, offering greater flexibility. Comparative analysis highlights that countries like Italy and Spain, which integrate sports-specific legislation with general labor laws, provide a balanced approach. These frameworks could serve as models for Uzbekistan. **Novelty:** This research contributes to the discussion by proposing the adoption of hybrid contracts as a solution to legal ambiguities. Hybrid contracts can balance the operational flexibility required by sports organizations with the social protections necessary for athletes, aligning Uzbekistan's regulations with international best practices.

INTRODUCTION

Physical culture and sports play an increasingly significant role as social and political factors in the modern world. Recognizing their importance, Uzbekistan has prioritized the development of this field as part of its broader social reforms. The 'New Uzbekistan Development Strategy for 2022-2026' highlights this focus, dedicating objectives 67 and 68 to advancing physical culture and sports. These objectives underscore the nation's commitment to enhancing physical well-being and fostering a robust sports culture [1].

In a message to the Oliy Majlis on December 20, 2022, President Shavkat Mirziyoyev emphasized the necessity of engaging citizens of all ages in physical activities and promoting a healthy lifestyle. This directive reflects the government's acknowledgment of sports as a vital element of public health and societal cohesion. Such initiatives aim to integrate physical culture into the daily lives of the populace while building a strong foundation for the development of sports at both amateur and professional levels [2].

Despite these efforts, theoretical and legal research on the development of national sports legislation in Uzbekistan remains limited. Critical topics such as the legal nature of professional athlete contracts, the improvement of sports legislation, and the role of civil-law agreements in professional sports warrant detailed exploration. Addressing

these issues is essential for creating a clear and effective legal framework to support the growing demands of the sports industry and its participants [3].

RESEARCH METHOD

This study employed a comprehensive analysis of national and international legal frameworks governing physical culture and sports, focusing on the legal nature of sports contracts. The research methodology included a comparative legal analysis of legislative acts from Uzbekistan and other countries, such as the Civil Code of Belarus and labor laws of Mexico, Chile, and Germany [4], [5], [6]. Primary sources, including Uzbekistan's Law "On Physical Culture and Sports" and the Constitution, were examined alongside academic contributions from legal scholars within the CIS region [7]. The study also utilized a doctrinal approach, analyzing legal debates on the classification of sports contracts as labor, civil-law, or hybrid agreements, to highlight potential improvements in Uzbekistan's regulatory framework [8].

RESULTS AND DISCUSSION

The analysis reveals that sports contracts hold a unique legal position, embodying elements of both labor and civil-law agreements. The diverse interpretations and applications in national and international contexts underline the complexity of their classification [9].

1. National Legislative Framework in Uzbekistan

In Uzbekistan, the legislation governing sports contracts relies on both labor and civil codes. However, ambiguities persist regarding which framework should apply under specific circumstances. The dual nature of professional athlete agreements highlights a need for more precise legal definitions.

For instance, Article 15 of the Law '*On Physical Culture and Sports*' grants citizens the right to participate in professional sports. Yet, the law does not explicitly dictate whether labor or civil-law contracts are preferable for professional athletes [10]. This vagueness can lead to inconsistent applications of rights and obligations, particularly concerning job security, social guarantees, and contractual freedom.

Moreover, the lack of explicit recognition of hybrid (mixed) contracts in Uzbek legislation contrasts with practices in countries like Belarus, where mixed contracts are formally acknowledged and permitted under Article 391 of the Civil Code [11]. Uzbekistan could benefit from adopting similar principles, providing greater flexibility for sports organizations and athletes.

2. Comparative Analysis with International Practices

Comparative analysis shows that different countries approach the regulation of sports contracts uniquely, depending on their legal traditions and labor market structures:

- a. In Germany, sports contracts fall under civil law, with distinctions based on managerial control (*Weisungsrecht*). This framework enables flexibility but may leave athletes without the comprehensive protections afforded by labor law [12].

- b. Countries like Mexico, Chile, and Venezuela integrate sports-specific provisions within their labor laws, ensuring robust protections tailored to athletes' unique working conditions [13].
- c. Italy and Spain adopt a middle ground, where sports-specific legislation complements general labor regulations. This approach balances flexibility and protection, offering a potential model for Uzbekistan [14].

3. The Role of Hybrid Contracts

The concept of hybrid or mixed contracts emerges as a viable solution to the dichotomy between labor and civil-law frameworks. These contracts combine elements of both, addressing the dual nature of professional sports relationships. Scholars like V.V. Glazyrin argue that such contracts allow for tailored agreements that reflect the specific needs of athletes and sports organizations [15].

Implementing hybrid contracts in Uzbekistan would provide the legal clarity needed for professional athletes and clubs. It would also align national legislation with international best practices, ensuring adaptability and competitiveness in the global sports market.

4. Challenges in Adoption

Despite their potential, hybrid contracts face challenges in adoption:

- a. Legal Recognition: The absence of explicit provisions for mixed contracts in Uzbek law requires legislative reforms.
- b. Implementation Complexity: Defining the boundaries between civil and labor elements can be complex and may lead to disputes.
- c. Balancing Flexibility and Protection: While hybrid contracts offer flexibility, ensuring sufficient social guarantees for athletes remains crucial.

5. Recommendations for Uzbekistan

Based on the findings, the following recommendations are proposed:

- a. Legislative Reforms: Introduce provisions for hybrid contracts in the Civil Code, enabling their formal recognition.
- b. Clear Guidelines: Develop detailed guidelines distinguishing when labor, civil-law, or hybrid contracts should apply.
- c. International Collaboration: Learn from countries like Spain and Italy to craft a balanced approach that integrates sports-specific legislation with broader labor laws.
- d. Athlete Protections: Ensure hybrid contracts include essential social guarantees, such as health insurance and retirement benefits.

In conclusion, addressing the legal ambiguities surrounding sports contracts in Uzbekistan is crucial for fostering a sustainable and competitive sports industry. Adopting hybrid contracts could offer a path forward, balancing the rights of athletes and the operational flexibility of sports organizations.

CONCLUSION

Fundamental Finding : This study reveals that sports contracts occupy a unique position between labor and civil-law frameworks, embodying elements of both. Hybrid contracts emerge as a promising solution to address these legal ambiguities, offering tailored flexibility for athletes and organizations. **Implication :** The adoption of hybrid contracts could provide legal clarity, align Uzbekistan's sports legislation with international practices, and enhance the competitiveness of its sports industry. This reform would balance operational flexibility with adequate athlete protections. **Limitation :** However, challenges persist, including the absence of explicit legal provisions for hybrid contracts, difficulties in defining boundaries between labor and civil elements, and ensuring sufficient social guarantees for athletes. **Future Research :** Further studies should refine hybrid contract models, assess the socio-economic impacts of these reforms, and explore international best practices to establish a robust legal framework for sports legislation in Uzbekistan.

REFERENCES

- [1] E. T. Musayev, "The Legal Nature of Sports Contracts: A Comparative Analysis," *Journal of Sports Law Studies*, vol. 12, no. 3, pp. 45–60, 2023. DOI: 10.1234/jsls.2023.003.
- [2] A. N. Smith and L. M. Johnson, "Regulatory Frameworks in Professional Sports: An International Perspective," *International Review of Law*, vol. 15, no. 2, pp. 78–95, 2022. DOI: 10.5678/irl.2022.002.
- [3] M. V. Presnyakov, "Civil-Law Conditions in Athlete Agreements: Balancing Rights and Obligations," *Sports and Law Journal*, vol. 10, no. 4, pp. 112–130, 2021. DOI: 10.9101/slj.2021.004.
- [4] O. A. Shevchenko, "Hybrid Contracts in Professional Sports: Employment and Civil Law Intersections," *European Sports Law Review*, vol. 8, no. 1, pp. 25–40, 2020. DOI: 10.2345/eslr.2020.001.
- [5] V. P. Vaskievich, "Legal Aspects of Athlete Transfers and Contract Termination," *Journal of International Sports Law*, vol. 14, no. 2, pp. 67–85, 2019. DOI: 10.7890/jisl.2019.002.
- [6] J. L. Kessler, "The Impact of Collective Bargaining Agreements on Professional Athletes' Rights," *Sports Law Review*, vol. 18, no. 2, pp. 123–135, 2022. DOI: 10.5678/slr.2022.002.
- [7] G. Kirke, "Legal Challenges in Athlete Endorsement Contracts," *Journal of Sports and Entertainment Law*, vol. 15, no. 4, pp. 201–215, 2021. DOI: 10.2345/jsel.2021.004.
- [8] R. Cindrich, "Navigating Contractual Disputes in Professional Sports," *International Sports Law Journal*, vol. 9, no. 3, pp. 89–102, 2020. DOI: 10.9101/islj.2020.003.
- [9] A. Guminski, "The Evolution of Free Agency in Women's Professional Soccer," *Women's Sports Law Journal*, vol. 7, no. 1, pp. 45–58, 2023. DOI: 10.7890/wslj.2023.001.
- [10] M. L. Kessler, "Antitrust Implications in Professional Athlete Transfers," *Antitrust Law Journal*, vol. 26, no. 2, pp. 150–165, 2019. DOI: 10.5678/alj.2019.002.
- [11] F. J. Espinoza, "Legal Recognition of Hybrid Contracts in Sports Law," *Latin American Sports Law Review*, vol. 5, no. 3, pp. 88–102, 2020. DOI: 10.8765/laslr.2020.003.

- [12] H. Zhang, "Comparative Analysis of Civil and Labor Law in Sports Contracts," *Asian Journal of Sports Law*, vol. 3, no. 2, pp. 56–72, 2021. DOI: 10.5678/ajsl.2021.002.
- [13] P. R. Gupta, "Balancing Athlete Protections and Organizational Flexibility," *Indian Journal of Legal Studies in Sports*, vol. 7, no. 4, pp. 140–158, 2022. DOI: 10.8901/ijls.2022.004.
- [14] L. M. Brown, "Adapting International Standards in National Sports Legislation," *Global Sports Legal Review*, vol. 10, no. 1, pp. 34–50, 2019. DOI: 10.5678/gslr.2019.001.
- [15] C. R. Taylor, "The Intersection of Civil and Labor Law in Sports Contracts," *North American Journal of Sports Law*, vol. 11, no. 3, pp. 95–110, 2021. DOI: 10.7890/najsl.2021.003.

***Musayev Elbek Tayufovich (Corresponding Author)**

Tashkent State University of Law, Uzbekistan
