



CONTRACTUAL STABILITY IN THE FIELD OF INTERNATIONAL SPORTS PROFESSIONALISM

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Article history:	Abstract:
<p>Received: 10th September 2021 Accepted: 11th October 2021 Published: 30th November 2021</p>	<p>The professional contract is a contract under which the player undertakes to provide the contracted club within a specified period of time all his physical abilities, and most likely is to adapt this contract as a contract of employment, and its characteristics are: satisfaction, mandatory, reciprocity and continuity. It turns out that among the mechanisms of contractual stability in the field of international sports professionalism what is original as the rule of the contract the law of contractors and what is reserves such as renegotiation and the penalty condition and the concept of the principle of the privacy of sport, as shown the cases heard by the International Court of Arbitration for Sports the role of that court in maintaining the contractual stability of the contract of professional sports, where It firmly opposes the unlawful termination of that contract and acts as a strict circumstance for the protected period on its own, decides on factors affecting the value of compensation, and the International Court of Arbitration for Sport , in the light of the concept of sports privacy, supports that there is a need to settle sports disputes through the application of special sports regulations only, regardless of whether the parties have agreed to apply another law. The study recommends the need to name the contract of professional sports in general and international in particular in the law of sports, and to put in place provisions to ensure the stability of this contract and prevent the obstacles to that stability. The importance of including professional regulations in order to regulate the requirement to terminate a professional contract by individual will takes into account the period protected by international federations</p>
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INTRODUCTION

The contract is related to the professionalism of the player in Iraq, and it is often not important to know the weight of this element, which is enough to include an embryonic element related to the work related to its conclusion or implementation in the home of the contractors or their nationality. International Trade Interests (Karim, 2001).

LITERATURE REVIEW

1- The constraints of contractual stability in the field of international sports professionalism that belong to the player

LOANING PLAYER

Loaning is to enable a certain professional player - as the loan does not apply to amateurs - to play temporarily for a club other than the club he is currently contracted with, the loan contracts may last from several weeks to all periods of the season, and can continue for several seasons, according to written contracts between the two clubs and the player. (Al-Hafni, 1995). It is based lending to the principle of satisfaction either for the player and for the two clubs, and the contract between the two clubs is considered a framework contract while the rest of the contracts are executive contracts for the contract of the framework. The loan is also based on the principle of formality, as its contract must be written, as it must be ratified by the competent sports body such as the relevant federation (Aladdin, 2016) and this loan process has several legal implications, the most important of which is the suspension of the implementation of the professional contract between the player and the original club with the conclusion of a secondary professional contract between the player and the new club. (Rashad, 2016) The original club may not lend the player or transfer him permanently to a third club without the written consent of the new club

and the player. Some regulations do not allow loaned players to play against a team that retains their record as in the case of the English Premier League, although loanees are allowed to play against their "original" clubs in the English Cup competitions, unless they play with their own club in that cup during this season (Jean 2017).

THE PLAYER JOINS THE NATIONAL TEAM

The player's entry into the national team does not stop the professional contract with the original club but remains valid, and then the player remains a wage at his club, enjoying all his rights - for example the rules of the French national collective agreement regarding sports - especially the insurance benefits, and the club does not deserve compensation from the Union for the recall period. The source of the club's commitment to this despite the fact that the player is outside the scope of the club's dependency is that the player is carrying out a mission for a homeland that cannot refrain from doing it, as the club benefits from the participation of the player in the national team where it is promoted and increased its international fame will rise its price when it moves in the future to another club. (Bahgat, 2007)

SUSPENDING THE PLAYER AS A DISCIPLINARY SANCTION

Contrary to those general rules, most of the regulations of professionalism decide that if the player is suspended, a fixed percentage of the player's fixed monthly salary may be deducted for each official match in which he is suspended, but not more than 50% of that salary, and the purpose of this exit is to ensure that the player gets a partial wage, and that is a support of the special nature of the sports field in which the player's suspensions abound, if the player is deprived of the full pay whenever he is suspended from the source of the livelihood most of the time, which is what conflicts with the need to provide physical and moral stability to the player (Czarnota, 2013).

INJURY OR ILLNESS

Here the club cannot terminate that contract during the suspension period - except for the proof of serious error or force majeure - provided that that injury or illness excludes the player from the activity as a precaution, but the injury and illness that permanently fails him to exercise his activity is conducive to the termination of the contract, after the issuance of a medical certificate for its reliability that the player is no longer qualified definitively due to injury or illness, in this case in France the club must propose a position suitable for the player's abilities and qualifications until the contract expires. (Khalil, 2016).

TERMINATION OF THE CONTRACT AT THE INDIVIDUAL WILL OF THE PLAYER

The player may terminate his contract before the end of the term by individual will if there is a legitimate justification, and it is legitimate justification for that the club committed a mistake of a certain magnitude, and one of the most prominent forms of that error is the failure of the club to pay the player's dues, as it is adapted as a breach of a fundamental obligation despite the implementation of the player's work assigned to him, which gives him the right to terminate the contract unilaterally, but the mere delay of the club in paying dues to the player for a few days or for specific weeks circumstances does not allow the player to contract by individual will, as this is not a serious mistake, the gravity is a situation that does not enable the continuation of the contract until the end of its agreed end (Al-Shafi'i, 2016). And in the event that the player terminates his contract by individual will for no legitimate reason he has an obligation to compensate his club for the damage he suffered after that termination, and if the amount of compensation is not predetermined in the contract, the compensation shall be assessed in accordance with the general rules, taking into account the specificity of the sports field, and the protected period is an aggravating circumstance for this penalty, and is intended for the duration of three seasons or years starting from the entry of the contract, as the agitator signs the penalty of denying the registration of new players for a specified period. (Khalil, 2016).

OBSTACLES TO CONTRACTUAL STABILITY IN THE FIELD OF INTERNATIONAL SPORTS PROFESSIONALISM THAT BELONGS TO SPORTS INSTITUTIONS

Sport Activity Stopping

Since the regulations of professionalism have not been subjected to this situation by regulation, it is necessary to refer to the general rules and provisions of the labour law based on the legal nature of the contract of professional sports, and by reference to the law of employment in Iraq we find that if the worker comes to his place of work on time for work and was prepared to start his work and prevented from doing so for reasons due to the employer, it was considered as if he had actually done his job and earned his full wage, but if he attended and prevented him from starting his work for compelling reasons beyond the will of the employer, he was entitled to half his wage, Hence, if the player comes to the club's headquarters on time to practice sports activity such as training or play a game, and showed a willingness to practice the work assigned to him and prevented him from suspending the activity of the club for a reason that belongs to the club, the player here is the one who performed his work as a referee, and is entitled to full pay (Al-Shafi, 2016).

Termination of the Contract at the Sole Will of the Club

The player may challenge the decision to dismiss him before sports administrators such as the Federation or the judiciary as his statement will come, and an example of serious error is the repeated failure of the player to respect the instructions of his coach or club or his constant violation of the provisions of the club regulations or the terms of his contract despite his warning, as well as repeated absence without legitimate reason from training or competition, or to cause serious harm to his club such as secretly disclosing or deliberately damaging the property of his club or harming the reputation of that club or acts of violence, or to punish criminally a negative penalty Freedom for a crime that affects honor, honesty or crimes of public morals. (Bahgat, 2007), once the contract is terminated by individual will, the club must send advance notice to the player in accordance with the requirements of the law prior to termination in a reasonable period, informing him of his intention to terminate the contract and because of this termination, and the relevant union's approval must be taken. (Jabr, 2012).

Termination of Contract at the Sole Will of Others

The relevant game association can terminate the professional contract although the Federation is not among the parties to the contract, when it imposes a disciplinary penalty on the player to write off the player and terminate his contracts, for example in the case of the player committing a violation of a degree of seriousness to the regulations or laws, whether sports or otherwise. (Marcel, 2003)

THE ORIGINAL MECHANISM OF CONTRACTUAL STABILITY IN THE FIELD OF INTERNATIONAL SPORTS PROFESSIONALISM

The Rule of the Contract is the Law of Contractors

Most of the legislation described the contract as the law of the contractors, as in article (1134) of the French civil law, where we conclude three conclusions: the contract cannot be revoked by individual will, and the judge cannot amend the contract, and the contract must be executed in good faith, and the Iraqi civil law has expressly approved the principle of the contract, the law of the contractors, it cannot be revoked and not amended except by the agreement of the parties, or for reasons determined by the law, and yet there are exceptional incidents that are not expected in accordance with the law. The implementation of the contractual obligation, although not impossible, has become so burdensome for the debtor that it threatens to lose a heavy loss, the judge may, depending on the circumstances and after balancing the interests of the two parties, return the burdensome obligation to the reasonable extent and fall to the contrary. John, 2008))

The Sanctity of Commitment in the Streptococcal Relationship

Based on the sanctity of the contract and the inviolability of exposure to it, the parties are obliged to stop or terminate its impact except by agreement and consent between them as a general rule enshrined in both national and comparative law. (Azmi, 2014). The law prohibits the dismantling of the nodal association by the sole will of one of the contractors as a general principle, it also restricts both the judge and the legislator, and therefore the sanctity of the obligation in the contractual relationship extends through both parties to the judge and the legislator together, they cannot attack the binding force of this contractual relationship. This is confirmed by jurisprudence, which considers that the judge cannot veto or amend what was decided by the party to the contract, even if the decision is contrary to justice. (Khalil, 2016) As for the legislator, he is also obliged to respect the contracts concluded even if a new law is passed, the old law will apply to those contractual relations unless the rules of the new law are related to public order, meaning that the legislator cannot infringe on the agreements that have been made legally. (Dry, 2009).

Mandatory element in the implementation of the streptococcal relationship

Some believe that the birth of the contractual obligation remains the most important element for the contract, because this contract without the mandatory property does not achieve its purpose, as the mandatory means is to implement the contract, is that each party in the contract relationship is forced to fulfill its commitments in full and in good faith, the professional player is forced to implement his obligations in the contract of international sports professionalism and the club is also obliged to implement those contractual obligations (Azmi, 2014). The player must respect the duty stipulated in the terms of the contract, which relates mainly to the implementation of sports activity and the maintenance of the physical and mental fitness of the player, and avoid doing prohibited acts such as carrying out negative acts affecting the implementation of the contract and the obligations imposed on the player in good faith, as well as the obligation to represent the club, all in the framework of submission to the authority of guiding the club, with the importance of assuming the maximum good will in all his training and matches in which he participates, as well as article 12 of the national collective agreement. For sport in France to "put the professional athlete at the disposal of the club - in exchange for pay - all his physical energies and technical expertise and tactical for the purpose of achieving his sporting victory during sports competitions" (Bahgat, 2007). The player must comply with the procedural and routine medical examination imposed on him periodically, as well as the final refrain from doping as contrary to sports creation, and punished by law as a shameful act, with the player's contractual obligation to comply and integrity under the rules of the employment contract, and in the event of breach of these obligations is subject to disciplinary sanctions. (Azmi, 2014) And he must respect the authority of the guidance of the club as one of the elements of the relationship of dependency, as well as the use of sports supplies provided by the used club, within the framework of presenting the image of the club and representing it in public, and is considered a fundamental commitment, and represents a contractual requirement as it must be expressly included in the contract of professional

sports, as well as the player is committed to participating in commercial events organized by the club through which he seeks to spread the culture of the club and introduce it to gain the popularity of the club in order to gain greater popularity (Dry, 2009). The club is committed to providing the sports work of the player, by participating in each competition, which is based on the authority to choose the practice under the user's responsibility, the club must prevent the player from doing so for legal reasons such as injury or disciplinary reasons. The club is also committed to paying the player's wages as this is one of the pillars of the implementation of the contract, as it represents the utmost importance for the contracted professional player as the main source of livelihood. The club is also obliged to comply with sports insurance, which includes the necessary treatment and mandatory medical examination, in addition to comprehensive insurance on the athlete, which covers the condition of injury, disability or death for the duration of his contract. (Bahgat, 2007).

THE PRECAUTIONARY MECHANISMS FOR CONTRACTUAL STABILITY IN THE FIELD OF INTERNATIONAL SPORTS PROFESSIONALISM

Conditions of re-negotiation

International sports contracts are characterized by their material value, which may sometimes exceed the budgets of some countries, the contracts of professional sports for some players represent huge financial numbers and are of course a successful sports investment for many clubs, as they represent investments for some countries that sponsor sports professionalism such as Brazil, so the desire of the parties of the sports contract tends to achieve some degree of stability in their contract transactions, and there is no doubt that there are several factors that may affect the ability of the parties to implement their obligations as a result of the continuous development in the field of care of the player and in the field of The reality of international contracts has created solutions through which parties have been recognized for the wide freedom to organize their contracts under two types of conditions: the terms of the automatic amendment of the contract: these terms are intended to automatically amend the terms of the contract without the need for the intervention of the parties during the amendment, including the requirement that the value of a certain index or condition be maintained. Maintaining value despite currency change. (Aladdin, 2016) and contract review terms: These terms are intended to review the terms of the contract through renegotiation between the parties, the most important of which are the most popular in the reality of international contracts, the condition of renegotiation (Marcel, 2003). Some define the renegotiation clause as "a condition that the parties include in the contract agreeing to re-negotiate in order to reach a certain objective among themselves, namely, to amend the terms of the contract when certain events - determined by the parties - that would disturb the balance of the contract and cause serious harm to a contractor" (Jean, 2017), manually indicated by the scope of the renegotiation clause of events to which the clause extends, in order to counter the effect of the contract, the renegotiation clause extends to the extent of the events that are exclusively met by those conditions, which are reflected in the circumstances of the circumstances. The event's independence from the will of the debtor, the inability to anticipate the event, the inability to pay it and avoid its harmful consequences. (Jalal, 2015)

Technicians Concept of Sports Privacy

The concept of sports privacy reflects its distinctive or different character from other sectors, however, it is still a vague concept defined in various ways by the European Commission, the European Court of Justice and sports organizations. Its application, (Louise, 2005) as stipulated in its new or old contract, may also be reflected in the comment of the International Federation that "there is also the possibility of additional compensation, however, this additional compensation may not exceed six monthly salaries" and this is reflected in The decisions of the International Federation's Chamber of Regulations, which examined the "aspect of the specificity of sport also mentioned in Article 17 of the Professionalism Regulations", which provided for ensuring that "the decisions taken are not only fair and fair in legal terms, but also correspond to the concerns and special needs of sports representatives. The researcher believes that unlike the normal relations between the employer and the worker where the worker is considered the weakest party, the concept of the privacy of sport puts both players (workers) and clubs (employers) on an equal footing, where they are asked to compensate each other to the same extent, regardless of the so-called "stronger position" in which clubs can be seen. In principle, it can be said that the Court adopts The view is that in light of the unique features of sport, sports disputes need to be resolved specifically by applying only special sports regulations, regardless of whether the parties have agreed to apply a law or other laws. (Helen, 2018)

CONCLUSIONS

1-The contract of professional sports is a contract under which the player pledges to provide the contracted club during a specified period all his abilities and physical abilities, through his participation in matches and competitions for a certain fee, and most likely is to adapt the contract of professional sports as an employment contract where the elements of work, pay and dependency are available.

2-One of the obstacles to contractual stability in the field of international sports professionalism is what belongs to the player such as loan and joining the national team, and his suspension as a disciplinary sanction, injury or illness, as well as what belongs to the sports institution such as the suspension of sports activity.

3-In the event that the player terminates his contract by individual will without legitimate reason, he has an obligation to compensate his club for the damage he suffered after that termination, and if the amount of compensation is not predetermined in the contract, the compensation shall be assessed in accordance with the general rules, taking into account the specificity of the sports field, and does not prevent compensation from signing a sports penalty on the player.

4-The protected period is an aggravating circumstance to terminate the player's contract by individual will without legitimate reason, and is intended for the duration of three seasons or years starting from the entry into force of the contract, and the regulations of professional sports are excluded to terminate the contract by individual will despite the availability of the legitimate reason during the sports season.

RECOMMENDATIONS

1-The need to name the contract of professional sports in general and international in particular in the law of sports, and to put in place provisions to ensure the stability of this contract and prevent the obstacles to that stability.

2-The importance of including iraqi professional regulations in order to regulate the condition of ending the professional contract by individual will, taking into account the period protected by the International Federation.

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