

LEGAL REGULATION OF THE PROFESSIONAL SPORTS PLAYER'S CONTRACT**Ban Saifuldeen Mahmoud^{1*}, Zainab saeed jasm², Aqeel Majeed Kadhim³****1Law Department, Al-Mustaqbal University College, 51001 Hillah, Iraq****2Low Department, Al-safwa University College, Iraq****3Low Department, Hilla university college, Babylon, Iraq****Abstract**

Sports in general is no longer a hobby, but rather a profession practiced by players and coaches in a professional manner, and this professionalism has resulted in many sports contracts, including the professional sports player contract.

The progress of countries in sports reflects the extent of progress in the use of modernity in all its sports activities, in addition to the fact that sports professionalism in sports activities has become a vital requirement among the requirements of the present time in order to advance the reality of sports in the country in scientific and realistic ways and work to solve its problems. The researcher will discuss in this organization the legal contract for the professional sports player, according to the Sports Professionalism Law No. 60 of 2017.

Keywords: Regulation. Law. Contract. Club. Athlete. Player. Professional

Introduction

Sports competitions, with their large number of organization in the present time, are no longer seen as an abstract sports case, but rather they are seen with multiple visions, because there are political, administrative and economic aspects of them, as the process of organizing a sports competition generates huge profits, to the extent that countries struggle to win its organization, but despite this step, everyone believes that the law has nothing to do with sports activity, since sports have traditionally been associated with playing, amusement, tampering and wasting time in activities that do not need a legal framework of their own. At this time, it is the sports contract in general, and the contract concluded between the player and the club he belongs to.

1. Topic of research

There is no doubt that the contract concluded between the professional player and the club is subject to the general principles of contract theory in terms of its conclusion. Sport matches and his submission to the supervision and guidance of the sports organization contracted with him, in exchange for a known consideration and for a specified period.

2. Research significance

The significance of the study comes through defining the obligations owed by both parties and thus to reach a model contract that is to be worked as a context in all sports contracts, and then achieve legal protection for both parties to the contract.

Manuscrito recibido: 10/03/2022
Manuscrito aceptado: 30/07/2022

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3. Research problem

The Iraqi legal library in particular lacks specialized research to study the legal regulation of the professional sports player's contract, and to clarify the concept of the professional sports contract and the legal problems that may arise from practical reality, although this contract has been in practice in Iraq for years. On the other hand, Iraqi law lacks a legal regulation for this contract, as it is devoid of a regulatory regulation for the professional sports contract.

4. Research methodology

In this study, we will follow the descriptive-analytical approach to analyze the texts of the Sports Professionalism Law with reference to the views of legal jurisprudence in this regard.

5. Research objectives

5.1. The researcher aims to answer the question that was raised regarding the topic, which is considered problematic to try to find solutions.

5.2. Standing on the legal controls and systems mentioned by the legislation under comparison, in order to extract the most important legal principles regarding the sports professional contract.

5.3. Reaching the best recommendations, hoping that the Iraqi legislator will take them to fill the legislative void in this field.

6. Research plan

In order to understand the legal aspects of the subject of the research and in line with its privacy, the researcher decided to search it in two sections. In the first section, the researcher will discuss the statement of the concept of sports professionalism. As for the second topic, the researcher will deal with the effects of the sports professionalism contract, and then end the research with a conclusion that includes the most important conclusions and recommendations.

The First Chapter**The concept of professional sports**

Sports professionalism is the practice of a professional playing a specific

game on a continuous and regular basis with the aim of achieving a reliable material return as a means of living, and that is through a fixed-term contract and the amount (1). The athlete, by dividing this topic into two demands, the researcher addresses in the first requirement the definition of the professional contract, and the second requirement, in which the researcher will search for the parties to the contract.

The first requirement**Definition of a professional contract**

The contract, in general, is "the link between the offer issued by one of the contracting parties and the acceptance of the other in a way that proves its effect on the one contracted upon" (2). If it is clear to us through the definition that the contract is two parties, that is, two wills, not one will.

(1) Dr. Nasr Aboul Fotouh Farid, The Legal Regulation of Transfer Contracts for Professional Players, Ajman University Journal - Emirates, Thirty-fourth Issue - Part Three, 2019, p. 10.

(2) The Iraqi Civil Code.

As for professionalism, it is "taking work in the sports field as a profession or craft to achieve a financial return in accordance with a contract between the contracting parties" (3).

Also, only Article (10) of the Regulations on the Status and Transfers of Emirati Players defines the professional player as: "Consented with a written contract with a club in return for more money than the expenses actually incurred by the player as a result of his playing the game of football, otherwise he is considered an amateur" (4).

The researchers conclude from the above-mentioned definitions that professionalism has several matters, the most important of which are: First: The profession: The profession must be a prerequisite for the contracting player, although the jurisprudence did not stipulate that the profession he practices should be the only one he practices, but on condition that it is the principal (5).

Second: Regularity and continuity: It is required for the professional to take from his craft a profession that he undertakes to practice his activity, as a

person's doing an accidental job is not considered a professional for this job, as well as an indication of the number of times that the works constituting the craft are repeated (6).

Third: That the professions is to be a source of livelihood: It is not enough for the profession to be characterized by regularity and continuity only, but it must be the gain that a person obtains in return for practicing his profession, which is his main source of livelihood and the professional depends on him mainly for his livelihood (7).

(3) Sports Professionalism Law No. 60 of 2017.

(4) This article corresponds to the second paragraph of Article (2) of the Qatari Players' Status and Transfers Regulations, which stipulates that "a professional player is bound by a written contract with a particular club for a material consideration that exceeds the expenses that he actually incurs, as a result of playing the game of football, except for That's an amateur."

(5) Adnan Ahmed Wali Al-Azzawi, The Concept of the Merchant in the Light of the Iraqi Commercial Law, published research in comparative law, No. 21, 1989, p. 311.

(6) The same source as the previous pg. 307 and beyond.

(7) Hassan Anwar Al-Khouli, The Origins of Physical Education and Sports (Introduction, History, Philosophy), Dar Al-Fikr Al-Arabi, 3rd Edition, 2001, pg. 775.

The Second Requirement Parties to the Contract

The contract of the professional player consists of two parties, the first party is the professional player, and the second party is the sports club and the researcher will explain this in detail.

First, the professional player:

The professional sports player has been defined by several definitions, including what the Iraqi Sports Professional Law defines in Article (1/ Fifth) as (the player, coach, referee, administrator, or anyone who works in the sports field and receives financial remuneration as a salary or reward in return for providing any of the administrative expertise and capabilities of the mental and physical body of the sports institution according to a fixed-term contract between him and the sports institution).

However, it is taken from the definition of the Iraqi legislator that it was very long, as he mentioned a census at the beginning of the definition, and this contradicts the development of legal texts that give the ruling or description that applies to the ruling. Just as the legislator in this definition has cited examples of wages and this method is incorrect, the Legal texts should be far from examples and that now the examples raise a lot of problems and questions. Therefore, a professional sports player can be defined as (everyone who works professionally in the sports field and receives a wage from the contracting sports institution in return for providing his physical or mental experiences during a certain period of time)).

While the third article of the Saudi Athlete's Professional Regulation issued on July 1, 1992, defines this as (the athlete who receives for playing a sport sums of money, as salaries or rewards - under a fixed-term contract between him and the club - other than the actual expenses resulting from his participation in the game such as travel expenses, accommodation, subsistence, insurance, training, and the like) (Saudi Professional Sports Regulations, July 1, 1992 (8)).

It is worth noting that a sports professional is a natural person and not a legal person because he is obligated to provide physical, muscular or mental effort.

(8) Saudi Professional Sports Regulations, July 1, 1992.

It is worth noting that a sports professional is a natural person and not a legal person because he is obligated to provide physical, muscular or mental effort.

Also, the player must be a professional and not an amateur. Therefore, the availability of several things requires that the contract between the professional player and the sports club be a professional contract. The sports player cannot participate in official matches and competitions unless he is licensed to do so. The Central Competent Committee of the Federation, after fulfilling all the contracting conditions (10), and the contract between the professional player and the sports club must be written in the official language of the state and not in a language not approved in the country, and the contract is drawn up in four copies, one kept by the central union, and a second copy delivered to the sports club, and a third copy delivered to the professional player and must be stamped with the sports club's seal, and certified by the Sports Professionalism Committee of the Central Football Association, and the fourth copy is kept by the Professionalism Committee in the Federation (11). Noting that, the professional player does not have to be a citizen. The licensed foreign player can conclude a professional contract, as sports professional regulations rarely

distinguish between a national player and a foreign player.

The professional player must also be devoted to playing the game and take it as his profession on a regular and continuous basis and dedicate his time to playing the game as it is a two-sided game, professionalism and hobby, unlike the amateur player who is known as (who practices sports as a main activity and does not obtain any material gain as well, as he is not associated with Under a contract with any sports institution and that he practices sports for Entertainment or for the development of his physical abilities (12).

(9) Dr. Abdul Hamid Al-Hanafi, Professional Football Player Contract, 1, 1995, p. 92.

(10) Article 6, Clause First, of the Iraqi Sports Professional Law

(11) Article 6, Clause Two of the same law

(12) d. Hassan Hussein Al-Bardawi, The Legal Nature of the Football Player's Contract, The Legal and Judicial Journal, p. 87.

Second: The Sports Club

The Iraqi Sports Professionalism Law defines the sports club (the sports institution) in Article (1/Seventh) as (a sports institution with a legal personality that is administratively and financially independent and established in accordance with the law). The fourth item of Article One of the Iraqi Sports Federation Law No. 16 of 1986 defined the sports club as (a body licensed in accordance with the law, formed by a group of permanent character linked by a sports and social idea), and defined by the first paragraph of Article One of the Iraqi Sports Clubs Law. No. 18 of 1986 as (the private or government sports club, a group linked by a sports and social idea with the aim of spreading sports and social education for youth) and the following can be learned from these texts:

1. The institution is only a legal person, unlike a professional sports coach 1.
2. The sports institution is professional in sports work in order to achieve this. It is a commercial company whose business reaches very high amounts, as is the case in international sports clubs, where its deals with coaches and players reach millions, and in return it also achieves profits through matches and advertisements to double that . (13)

The Second Chapter

The effects of the professional athlete's contract

The professional sports contract is one of the opposite contracts that generate obligations on both parties, the obligations of the sports club towards the player, and the obligations of the player towards the sports club, which the researcher will address through the two requirements.

(13) Jalil Al-Saadi, Professional Football Player Contract in Iraqi, Saudi and French Law, p. 10)

The first requirement

Obligations of the professional player

There are multiple obligations imposed by the contract on the player, the most important of which are:

First: The player's obligation to perform his sporting duty: Where the implementation of this order requires that the player be fully dedicated to performing this obligation assigned to him, he may not be associated with any work with any other party, nor may he participate in any other sports activities, except with a written consent From his club, Al-Riyadi, and he has no right to delegate anyone else for the aforementioned execution. The player is obligated to carry out his obligation to perform the sporting work in a manner consistent with what is required by good faith, in accordance with the first paragraph of Article (150) of the Iraqi Civil Code (14).

Second: Commitment to comply with the orders of the institution and maintain confidentiality: where the player is obligated to obey the orders issued by the sports institution, as well as to maintain the confidentiality of the information he obtains and not to disclose it to others so that he is exposed to legal accountability, whether during the contract period or after the end of the contract.

Third: Obligation to maintain his health and safety: The aforementioned contract imposes on the professional sports player to maintain his health, and he is not permitted to expose it to danger to be fit in terms of both physical and health.

Fourth: Obligation to obtain the approval of the sports institution in the rights to advertising: The professional athlete must obtain the permission of the sports institution when making advertisements, and the sports institution

has the right to use the name and image of the professional in advertising during the validity period of the contract (15)

Article 150 of the Iraqi Civil Code, Paragraph 1 "The contract must be executed in accordance with what it contains and in a manner consistent with what is required by good faith".

Jalil Al-Saadi, a previous source, p. 24 Dr. 15)

The Second Requirement

The obligations of the sports organization

Just as the professional sports contract entails obligations on the professional's shoulders, it in turn entails obligations on the sports institution. Among the obligations are the following:

First: Paying the wages: One of the most prominent obligations that falls on the sports organization agreed upon in the contract and is obligated to pay it according to the mechanism set out in the contract is the payment of the wages. This is according to the general rules, and the payment of the fee is the main reason for concluding the professional sports contract by the professional (16)

Second: The commitment of the sports institution to enable the athlete to perform his duties: The sports institution is obligated to enable the professional to perform his tasks and the activity assigned to him under the contract concluded between them, by preparing the place of residence for the professional coach and enabling him to enter the sports institution so that he can carry out the tasks assigned to him under the professional contract athlete (17)

16Dr. Jalil Al-Saadi, a previous source, p. 25

17.Dr. Jaafar Al-Fadhli, Contracts Named (Sales, Rent and Contracting), Al-Sanhouri Library, Baghdad, 2012, p. 430

Conclusion

Through the research, The researcher reached a set of conclusions and recommendations, the most important of which are:

First: conclusions

1. The contract of a professional sports player is anyone who works professionally in the sports field and receives a wage from the contracting sports institution in return for providing his physical or mental experiences during a specific period.
2. The parties to this contract are both the professional sports player and the sports institution, and the player must be a natural person, unlike the sports institution, which is a legal person.

3. One of the most important obligations of the professional sports coach is to carry out the work assigned to him and to maintain the confidentiality of the information he obtains by virtue of his work. As for the obligations of the banking institution, the most important obligations are to pay the wage and enable the other party to perform its obligations.

Second: Recommendations

1. The researcher recommends the Iraqi legislator to legislate a special law that specifically regulates this type of contract.
2. The researcher recommends the Iraqi legislator to follow the example of the countries that have organized a law specifying the legal age for professional sports.

Acknowledgment

We would like to thanks all the team that works on this research and especially the Dean of Al-Mustaqbal University College represented by Prof. Dr.Hassan Shakir Majdy for the financial support provided to complete this research.

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