

Features of sports contract on the example of the Republic of Uzbekistan

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Annotation: in this article, the Sports Contract is analyzed as a legal way to ensure relations between the parties in professional sports. The research proposed in the article aims to give a holistic idea of what a sports contract is, what are its features, to identify gaps in legislation and problems of law enforcement in the field of physical culture and sports. It also considered the grounds for concluding contracts between athletes and physical culture and sports organizations, issues of formalizing the relationship between the employer and the athlete, the specifics of the contract on sports activities, rights, obligations, responsibility of the athlete, coach and employer under a sports contract.

Key words: physical culture, sport, athlete, sports contract, conclusion, features of a sports contract, rights, duties, responsibility, improvement of legislation.

Physical culture and sports are becoming increasingly visible not only as social but also as political factors in today's world. The involvement of the masses of the population in physical culture and sports, as well as successes in international competitions are indisputable proof of the vitality and spiritual strength of any nation, contribute to the creation of a positive image of the state in the international arena. Therefore, the state support of physical culture and sport is one of the important directions of social and economic policy of our country.

Solving the issues of strengthening the health of our citizens, increasing the number of people engaged in physical culture and sport, the development of sports of the highest achievements is possible only with the creation of an effective regulatory framework.

In such a situation, theoretical researches conducted to improve the legal regulation of social relations, including those arising in various spheres of physical culture and sports activity, become relevant. The scientific basis is the only true chamberlain of law-making and legislative activity. Researches in the sphere of sports contracts allow to draw a conclusion that there is an attempt to consider the sphere of physical culture and sports through the prism of legal regulation, in particular, to generalize, systematize and comment on the legislation regulating various directions of physical culture and sports activity, to present the theory of legal support of physical culture and sports of Uzbekistan, including sports contracts, quite fully, convincingly and methodically correctly.

One way or another, physical culture and sport are associated with the entire population of the country, so it is useful for everyone to know the rights, duties and responsibilities in this area. The methodological approaches, judgments and specific conclusions presented in this work can be used to develop the concept of further development of physical culture and sport in Uzbekistan.

At the same time, as it has already been noticed, today the complex of normative legal acts regulating physical culture and sport is practically not studied in the domestic legal literature.

The research proposed in the article is aimed at giving a holistic idea of what a sports contract is, what its features are, to reveal gaps in legislation and problems of law enforcement in the sphere of physical culture and sport.

As it is known, sources of legal norms in the sphere of physical culture and sport, including the rights of sport contracts:

1. Constitution of the Republic of Uzbekistan as the main source of law norms in the sphere of physical culture and sport.
2. Decrees of the President of Uzbekistan and resolutions of the Government of RU.
3. Normative activity of the Ministry of physical culture and sport of RU.

Sources of law in the sphere of physical culture and sport as well as for general system of law may be different legal acts and other normative documents developed by competent legislative and executive authorities of the state. The main source of law is, as it was said above, the Constitution of RU. For example: Article 41 states that "In Uzbekistan, national programs for the protection and promotion of public health are financed, measures are taken to develop state, municipal, and private health care systems, and activities promoting human health, physical culture and sports are encouraged"[1] Article 43 - "Public access and free pre-school, basic general and secondary vocational education (including in the field of physical culture and sports) in state or municipal is guaranteed, Basic general education is compulsory"[2].

Thus, the Constitution specifies the most general legal provisions for the existence and application of normative acts in the sphere of physical culture and sport. More detailed elaboration and specialization of normative activity in the sphere of physical culture and sport is carried out by the Ministry of Physical Culture and Sports of Uzbekistan.

Sports contract as a legal way to ensure relations between the parties in professional sport

Article 37 of the Constitution of the Republic of Uzbekistan states: "everyone has the right to work"[3], and article 57 of the Labor Code of the Republic of Uzbekistan states: "everyone has the right to free choice of place of work"[4].

At present, there is no doubt that professional athletes are hired workers. Their employers are various sports organizations and associations (sports teams, clubs, federations, leagues) which they defend.

Keeping talented players on the team in most cases means having an asset that brings significant return (profit) to the owner of the sports organization. This profit may come from a player's success in a competition or from the sale of a contract with the player to other organizations.

The nature of sporting activity determines the need to use those rules of law that can best provide legal regulation of professional athletes' work. This paragraph deals with the grounds for concluding contracts between athletes and sports organizations.

The main normative legal document in the sphere of development of physical culture and sport, labor sport activity is the Law of RU "On physical culture and sport".

Let's consider the basic concepts that will help us to understand the question of legal regulation of athletes' work.

According to the article 3 of the above mentioned Law, "professional sport is a part of sport for organization and holding sports competitions, for participation and preparation to which athletes receive remuneration and/or salary as their main activity"[5], and "a sportsman is an individual who is systematically engaged in the chosen kind or sports, constantly improving his sports skills and taking part in sports events"[6].

Article 14 of the Law of the Republic of Uzbekistan "On physical culture and sport" states that "Qualification requirements for the professions and positions of an athlete, coach and sports judge are determined by a specially authorized state body"[7].

On the basis of Article 15 of the Law "citizens have the right to engage in amateur as well as professional sport as an athlete, coach or sports judge.

The order of creation and conditions of functioning of enterprises, establishments and organizations in the sphere of amateur and professional sport are determined by the legislation" [8].

Article 25 of the Law of RU "On physical culture and sport" states that an athlete has the right to "conclude labor contracts with physical culture and sport and other organizations in the order established by legislation" [9].

The activity of professional sportsmen is regulated by the labor legislation of the Republic of Uzbekistan, as well as by the 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 coordination with the republican federations for corresponding sports.

Labour agreement is an agreement between the employer and the employee according to which the employer is obliged to provide the employee with the work according to the conditioned labour function, to provide the working conditions stipulated by the labour legislation and other normative legal acts, collective agreement, agreements, local normative acts, to pay the employee the salary in due time and in full, and the employee is obliged to carry out the labour function defined by this agreement, to observe the rules of the internal labour market, to observe the rules of the internal labour market.

The articles of the Labour Code of the Republic of Uzbekistan define the content of an employment contract in detail and regulate its mandatory provisions.

The contract on sports activity is concluded on the basis of the labour legislation of the Republic of Uzbekistan, is an agreement in writing between a sportsman, a professional sportsman (trainer, specialist) and the head of a physical culture and sports organization. The contract shall contain the responsibilities of the sportsman, his right to social and medical insurance, conditions of conclusion and termination of the contract. A sports activity contract may contain other conditions and obligations. The physical culture and sport organization shall provide conditions for a sportsman to prepare for and participate in sports competitions, timely payment of salaries, fulfill other obligations stipulated by the contract on sports activity and not contradicting the legislation of the Republic of Uzbekistan.

As it follows from the above definitions, the conditions of the contract on sport activity do not include any provisions that differ from the conditions of the employment contract. However, the contract for sport activity shall provide for special conditions of its conclusion and termination which are unknown to the Labor Code due to the peculiarities of professional sport.

In reality, legal relations between an employee-sportsman and an employer have certain specifics and in some cases are unique and have no analogues in other branches of activity.

Today in the modern world professional sport has gradually turned into a prestigious sphere of activity, and the sportsman-sportsman-professional is looked upon as a highly qualified specialist who professionally performs his work and receives adequate compensation for it.

We have already talked about the right of an athlete to conclude contracts in accordance with the legislation of the RU. Thus, Article 25 of the Law of RU "On physical culture and sport" states that "an athlete has the right to conclude employment contracts with physical culture and sport and other organizations in accordance with the legislation"[10].

The issue of registration of relations between an employer and an athlete, 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 it was considered above, the question of the

nature of the contract, which formalizes this type of relationship, remains debatable: to consider it a labor, civil law or a new type of contract - sports (mixed) with elements of the first two? According to some scientists, the relations between professional sportsmen and professional sports clubs can be regulated by means of either civil law, labor or mixed contracts. Others suggest naming such a contract as mixed and believe that while contracts of this nature, which represent a synthesis of civil and labor rights and obligations of the parties, are not expressly provided for by law, this is not an obstacle to their conclusion, since the parties may enter into a contract both provided for and not provided for by law.

Some civilists in their reasoning come to the conclusion that the best way is to refer the relations between sports organizations and professional athletes to the sphere of civil law relations and to apply civil legislation to them. They point out that in relation to the relations between a professional sportsman and a sports organization it is reasonable to speak not about an employment contract in its pure form but about a sports and labor contract as such contract contains elements and features of an employment contract as well as features peculiar to the sphere of professional sport only.

Thus, one can give an example from practice. The contract of the professional soccer club "Dynamo" (Samarkand) contains clauses with the features of the employment contract - "treat with care the property of the club", as well as clauses with features peculiar exclusively to the field of professional sport - "not to accept from individuals or organizations remuneration or valuable gifts for achieving victory in a non-sports way, or an attempt to otherwise affect the outcome of a particular meeting or series of games"[11]. In other words, such an agreement should be considered mixed.

The difference between a sports contract and other contracts

The activity of a professional sportsman, as many specialists define it, is most likely to be entrepreneurial. It follows that a professional sportsman is an entrepreneur with all the consequences of civil law. At the same time, it is claimed that the activity of professional sportsmen is regulated by the labor law, which implies that the professional sportsman is not an entrepreneur but an employee.

The work of professional sportsmen has features and is regulated by the labor legislation taking into account these features, which is reflected in the relevant laws and other regulatory acts.

We have already touched upon what distinguishes a sports contract from other types of contracts.

The specifics of a sports activity contract is that:

- 1) the contract on sport activity is concluded on the basis of labor legislation of the Republic of Uzbekistan;
- 2) the contract is an agreement in written form between a sportsman, professional sportsman (coach, specialist) and the head of the physical culture and sport organization, including a professional sports club and a team;
- 3) the contract shall be registered in the Republican Federation (Association) for the respective sport;
- 4) the contract on sport activity shall contain the responsibilities of the sportsman, his right for social and medical insurance, conditions of conclusion and termination of such contract and may also contain other conditions and obligations;
- 5) the physical culture and sport organization shall provide conditions for a sportsman to prepare for and participate in sports competitions, timely payment of his salary, fulfill other obligations stipulated by the contract on sport activity and not contradicting the legislation of the Republic of Uzbekistan.

It should be noted, for example, that in the Russian Federation the Federal Law "On

physical culture and sport in the Russian Federation". [12] directly entitles the Athlete to an employment contract. However, it does not exclude civil law contracts in this area. In the Republic of Kazakhstan an agreement on sports activity is concluded with a sportsman. Article 1 of the Law of the Republic of Kazakhstan "On physical culture and sport" defines "an agreement on sport activity as a civil law contract concluded between an athlete, coach or other specialist in the field of physical culture and sport and a physical culture and sport organization" [13].

The legislation of the Republic of Belarus, namely, the Decree of the Ministry of Sports and Tourism of the Republic of Belarus of July 14, 2014 № 26 "About peculiarities of conclusion of civil-law contracts in the sphere of professional sport" [14], provides essential conditions of this kind of contracts.

The Labor Code of the Republic of Belarus in Art. 314-2 also establishes mandatory conditions that must be reflected in an employment agreement with a sportsman, coach[15]. However, it should be noted that the draft Sport Code of the Republic of Belarus provides for the necessity to conclude an agreement on sport activity which must be registered in the sport federation[16]. The nature of this contract belongs to the civil law sphere.

There are no such norms in the legislation of the Republic of Uzbekistan, but we should note that in practice, for example, contracts of professional soccer clubs with players are subject to obligatory registration with the Football Association of Uzbekistan.

It should be noted that some peculiarities of the mentioned type of relations, which lead to discussion about legal nature of this contract, as well as raise questions of legal regulation.

1. Specific responsibilities of athletes.

Specific responsibilities may include, for example, the responsibility of a professional sports player to play for a particular team only, the duty to play to their full potential, to maintain their physical and psychological condition, and to persevere and persistently improve their sportsmanship.

Thus, according to Article 19 (b) of the Argentine Law "Status of a professional soccer player," a professional soccer player is obliged to maintain and improve his skills and psychosomatic functions for the realization of sports activity, the reduction or loss of which by the player's fault will be considered a serious violation of obligations[17]. Article 5 of the Regulations of the CHL (Continental Hockey League) states that a hockey player must be in optimal shape at all times throughout the hockey season[18].

However, for example, the contract of the professional soccer club "Dinamo" (Samarkand) does not contain the above requirements to the athlete.

Another non-standard duty is to observe the sports regime. Thus, the legal definition of a sports regime is established by Art. 1 of the Law of the Republic of Belarus "On physical culture and sport"[19], which means the order of behavior of the athlete during sporting events and the daily routine of the athlete, which includes a regime of training and (or) competitive work, periods of rest, meals, recovery, participation in medical examinations. The Law of RU "On physical culture and sport" does not contain such definition.

The contracts of sportsmen in the Republic of Uzbekistan prescribe the requirements for discipline and responsibility for its violation. So, for example, in the contract of PFC "Dynamo" it is specified the responsibility of an athlete in case of violation of labor discipline - "fines for being late for work, for sending the plane, train, bus, absence without a valid reason"[20].

However, this is not the only understanding of the sports regime. In some sports organizations, a sports regime is understood not only as training and eating habits, but also as sportsmen's observance of ethical norms in the field of sport, the principle of fair play, observance of morals and morals, both in private life and in society.

For example, the obligation to comply with ethical standards in sport is explicitly enshrined in the legislation of the Russian Federation (Article 24 of the Federal Law "On Physical Culture and Sport in the Russian Federation")[21] and the Republic of Kazakhstan

(Article 23 of the Law "On Physical Culture and Sport")[22]. Also, the Law of the Republic of Kazakhstan establishes the obligation of an athlete to know the musical version and text of the national anthem of the Republic of Kazakhstan. Observance of ethical norms in sport by the general rule is established also in the Regulations of professional leagues, in acts of federations or Associations by sports.

Thus, art. 25 of the Law of the Republic of Uzbekistan "On physical culture and sport" contains the requirement for sportsmen "to observe ethical norms in the field of physical culture and sport"[23]. Standard contracts of professional soccer clubs of Uzbekistan also contain requirements "to observe public moral and ethical norms of behavior in everyday life, game and training activity", point 4.28 of "Regulations on soccer competitions 2020 among non-amateur clubs of the Republic of Uzbekistan" contains requirement to soccer players that "player must look tidy"[24].

It is quite common in contracts with professional athletes to establish a diet (restrictions, for example, on the use of certain foods, tobacco, alcohol), a ban on the use of drugs without the permission of a team doctor, restrictions on free time, including sleep, and some other forms of privacy. Athletic behavior may result in disciplinary action and dismissal. The notions of sports regime are not stipulated in the legislation of the Republic of Uzbekistan and contracts, for example, are not always prescribed in professional soccer clubs.

It should be noted that the duty to comply with the sporting regime is broader, for example, the duty to comply with the internal work regulations, as it affects not only the working hours of the athlete.

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

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

According to Article 114 of the Labor Code of the Republic of Uzbekistan, "the working time is the time during which an employee, in accordance with the schedule or schedule of work or the terms of the employment contract, must perform his labor duties"[25].

A worker also includes the time of overtime work beyond the established working hours (overtime work, work on public holidays, holidays and weekends), which can be applied only with the consent of an employee (Article 124 of the Labor Code of the Republic of Uzbekistan)[26].

Many specialists note that peculiarities in the regulation of working hours of professional sportsmen and coaches do not comply with the current provisions of labor legislation. Thus, the Labor Code of the Republic of Uzbekistan provides for a norm according to which "the working time for an employee may not exceed forty hours per week" (Article 115)[27], and for "employees from sixteen to eighteen years of age, not more than 36 hours per week" (Article 242)[28].

For professional athletes working time does not coincide with the notion of working time under the labor legislation and as a rule exceeds the established norms. For athletes working time is the time of training and training camps, the time of competitions. The concept of "normal working hours" is also different. Training, play and competition schedules are generally more intensive than regular work schedules. So, according to the calendar of games of the Football Championship of Uzbekistan in 2019 14 out of 36 games, and the calendar of 2020 15 out of 36 falls on Sundays.

In contracts of sportsmen in the Republic of Uzbekistan, requirements to discipline and responsibility for its violation are prescribed. Thus, for example, the contract of PFC "Dynamo" (Samarkand) states the responsibility of the athlete in the case of violations of labor discipline - "fines for being late for work, for sending the plane, train, bus, absence without a valid reason"[29].

Provisions for restricting an athlete's personal rights.

An athlete's contract may include restrictions such as prohibiting public speaking, marriage, and childbirth during the contract period. Some contracts may also include a provision

that an athlete grants a sports organization, such as a club in a particular sport, exclusive rights to use his or her image, i.e., the exclusive right to use his or her name, image, photo, video, graphic or any other images.

According to some authors, a provision in a contract with an athlete to transfer exclusive rights to use his image is contrary to current legislation, since some of these rights relate to inalienable personal non-property rights (right to name) and require the consent of the athlete and appropriate remuneration to the athlete.

At the same time, sports clubs and federations shall follow the rules and regulations of international sports federations. Therefore, it will be recognized in sport that it is legitimate for an athlete's image to be transferred to the club or federation and for the athlete himself to be restricted in the use of his name, image and image.

The same establishes Article 99 of the Civil Code of the Republic of Uzbekistan. It is proposed to apply to such relations the provisions of the license agreement[30]. The position is substantiated by the fact that according to the Civil Code of the Republic of Uzbekistan "the performer (author of the performance) is a citizen whose creative work is created by the performance"[31], and the image of the sportsman (soccer player on the field, hockey player on ice) is the result of his creative work expressed in his motor activity. Thus, transfer by an athlete to the club of the right to use his image (performance) is nothing else but the conclusion of one of two agreements between the athlete and the counterparty: on alienation of exclusive rights or a licensing agreement depending on the volume of transferred rights.

It also raises questions about whether the contract prohibits marriage and childbirth. According to Article 32 of the Constitution of the Republic of Uzbekistan "the family is under the protection of the State"[32]. Such conditions in the contract are insignificant, they contradict both the legislation and the general policy of the state, as well as go beyond the scope of labor and civil legislation.

Thus, as mentioned above, we can state 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 contract. If the contract with the sportsman, coach continues to develop within the framework of the labor law, it is necessary to supplement and expand the regulation of the relations, which are not yet reflected or have not been sufficiently reflected in the legislation (in particular, the call to the national team, transfer relations, the possibility of the sportsman, coach to terminate the labor contract unilaterally with the payment of compensation to the employer, early termination of the labor contract on the initiative of the head of the organization).

This leads to the conclusion that, in principle, the employment agreement and civil law conditions are allowed. However, when considering disputes arising from such contracts, it is necessary to assess their nature and, accordingly, choose the norms of labor or civil law to be applied.

In article 3 of the Law of the Republic of Uzbekistan "On physical culture and sport" it is noted that "professional sport is a part of sport on organization and holding of sport competitions for participation in and preparation to which athletes receive remuneration and (or) salary as their main activity"[33].

A professional athlete is an athlete for whom sport is a core activity and receives a contract salary and other monetary compensation for preparing for and participating in sports.

The activity of professional sportsmen is regulated by the labor legislation of the Republic of Uzbekistan, as well as by the norms developed on the basis of the charters of

international and republican physical culture and sports organizations and approved by professional physical culture and sports associations in coordination with the republican federations for corresponding sports.

Professional sportsmen and coaches are subject to labor legislation taking into account the peculiarities provided by laws and other regulatory acts.

Unfortunately, the Law of the Republic of Uzbekistan "On physical culture and sport" does not regulate the labor activity of professional sportsmen and coaches, does not give the notion of professional sportsman. However, it points out in Article 25 that "a sportsman has the right to:

- conclusion of labor agreements with physical culture and sport and other organizations in the procedure established by the legislation;

- protection of his rights and legitimate interests by sport federations (associations) for his chosen sport or species;

- appeal of decisions of physical culture and sports organizations, actions (inaction) of their officials to their superiors in the order of subordination to bodies or officials or in court in the established order" [34]

Certain categories of sportsmen are entitled to a preferential pension in the order established by the legislation.

Article 42 of the Law states that "sportsmen, coaches and sports judges whose health was damaged during their participation in physical culture or sport events shall be provided with medical, social and professional rehabilitation in accordance with the legislation"[35].

Recall, in accordance with the Labor Code of the Republic of Uzbekistan, an employment contract is an agreement between the employer and the employee, under which the employer agrees to provide the employee with work on a conditional labor function, to ensure working conditions provided for by the labor legislation and other regulations, collective agreement, agreements, local regulations, timely and in full pay the employee's wages, and the employee is obliged to perform certain of these duties.

Articles of the Labor Code of the Republic of Uzbekistan define in detail the content of the labor agreement and regulates its mandatory provision. Contract on sport activity is concluded on the basis of labor legislation of the Republic of Uzbekistan, is an agreement in written form between a sportsman, sportsman-professional (trainer, specialist) and head of physical culture and sport organization. The contract shall contain the responsibilities of the sportsman, his right to social and medical insurance, conditions of conclusion and termination of the contract. A sports activity contract may contain other conditions and obligations. A sports organization shall provide conditions for an athlete to prepare for and participate in sports competitions, timely payment of salaries and fulfill other obligations stipulated by the contract on sports activity and not contradicting the legislation.

As it follows from the above definitions, the conditions of the contract on sport activity do not include any provisions that differ from the conditions of the employment contract contained in the articles of the CLLU. In its turn, the contract on sport activity shall provide for special conditions of its conclusion and termination, unknown to the Labor Code, due to the peculiarities of professional sport.

In reality, legal relations between an athlete and an employer have certain specifics, and in some cases are unique and have no analogues in other areas of activity. The right of an athlete to transfer to another physical culture and sports organization; The legislation does not establish the rules of transition of sportsmen from one sports organization to another. These rules are established in clubs for different kinds of sports. For example, the Regulations of the Football Association of Uzbekistan adopted a procedure for transition of players from club to club, approved by the Executive Committee of the Football Association of Uzbekistan from 20.02.2020.

At transition of a sportsman from one physical culture and sports organization to another, a transfer contract is concluded. The transfer contract, as well as annexes, amendments and additions to it should be made in writing in the number of copies by the number of parties, signed by the heads of both organizations and certified by their seals. These documents are subject to obligatory registration with the corresponding association. For this purpose, they shall be submitted to the association:

- two original contracts (amendments, additions);
- a copy of the contract (amendments, supplements) that remains with the association;

The Regulations of competitions in sports may establish restrictions on the transfer of an athlete from one physical culture and sport organization to another, which consist in the fact that, firstly, the athlete is not entitled to transfer to another physical culture and sport organization before the expiration of the contract on sports activity without the consent of both organizations; secondly, the transfer of athletes is carried out in the order and within the terms agreed by the authorities and republican federations of the sport. Thus, this norm provides a special regime of dismissal and employment of sportsmen in comparison with the general procedure of conclusion and termination of employment contract.

The Law of the Republic of Uzbekistan "On physical culture and sport" does not regulate the legal side of registration of relations between sports organizations. It does not indicate that mutual consent of sports clubs to the transition of an athlete shall be formalized by a compensatory civil law contract. However, if an athlete leaves his club during the period of the employment contract, the agreement to transfer almost always means a certain amount (transfer payments, the cost of the license of the athlete, compensation for the training of a player) paid by a new employer.

Since neither the Civil Code of the Republic of Uzbekistan nor other laws contain similar agreements, organizations and clubs, taking advantage of freedom to conclude agreements, establish relations through internal regulations. In practice these agreements contain two main conditions: terms of transition and amount of compensation payments. At the same time, one of the parties "undertakes to terminate a fixed-term employment contract with an athlete" and the other - "to employ him".

In spite of the fact that regulation of transfer of sportsmen raises a lot of questions, clubs continue to conclude transfer transactions and neither the subject of the contract nor the object of legal relations are defined at the legislative level.

Sanctions applicable to professional sportsmen

for disciplinary offences

Each sports organization establishes its own norms of ethics and behavior of professional athletes.

Duties of an athlete, coach under a sports contract

It should be noted that in accordance with Article 25 of the Law of RU "On physical culture and sport" "an athlete must:

- comply with safety requirements during participation in physical culture and sports events and training sessions, as well as when staying at sports facilities;

- Comply with the antidoping rules set forth in Article 27 of this Law;

- Provide information on his/her location in accordance with the anti-doping rules for the purposes of Doping Control;

- to comply with ethical standards in the sphere of physical culture and sport;

- Comply with the rules, regulations (rules) on physical culture or sport events in which he participates and the requirements of the organizers of physical culture or sport events;

- Comply with sanitary and medical requirements and regularly undergo medical examinations.

An athlete may have other rights and responsibilities under the law" [36].

This section of the contract (an athlete's obligations) contains two sub-sections, the approximate content of which is set forth below, given the diverse practice of entering into sports contracts.

1. The Athlete may, for example, assume the following responsibilities (each of which may be specified as necessary by agreement between the parties):

- Comply with the requirements and benchmarks set forth in the individual training plan (the individual training plan in the form of an appendix is an integral part of the contract);

- to participate in all sports activities provided by the individual training plan with the achievement of certain sports results (the results, places taken or planned specific results in meters, seconds, kilograms, etc., which the Athlete has to show are indicated by competition):

- wear the uniform of the Organization during the period of the Athlete's participation in the Athletic Activities;

- to strictly observe the daily schedule, general and individual regime of training, rest and participation in competitions, moral and ethical standards of behavior, etc.;

- to take care of your health and personal hygiene, including regular checkups; not to use for achievement of sports results the techniques and methods prohibited by the rules of competitions, not to accept the prohibited by the medical commission of the IOC pharmacological means and methods of stimulation of working capacity (doping); in case of injuries or illness to strictly perform therapeutic and preventive procedures by appointment of a doctor, etc.;

- respect sports facilities, inventory, equipment and sports uniform;

2. Professional athletes' employment contracts often contain conditions that oblige an employee to use clothing and other items of certain brands and manufacturers, participate in public events (press conferences, TV programs, promotions) not related to the main work function, as well as other conditions that are not mandatory for most other employees. As a rule, the amount of compensation for sportsmen depends on sports results. Athletes' employment contracts may contain prohibitions on the use of certain types of medicines and food that contain prohibited substances in sport. These features of an athlete's employment relationship have not been adequately addressed in the current law.

The norms of the current labor legislation regulating the professional activity of sportsmen give grounds to say that nowadays a professional sportsman is an ordinary employee. Since the legislation on physical culture and sport does not establish practically any peculiarities of the legal regulation of professional sportsmen's labor, the norms on the labor contract, working hours, rest time, payment and labor protection, disciplinary and material responsibility should be applied to them in full and almost without any exceptions.

The practice of entering into employment contracts with professional sportsmen shows that the norms of labor legislation are not only ignored, but are often violated. Contracts concluded with professional athletes include provisions that infringe on their labor rights. The application of such provisions, as it has already been mentioned above, is explained by the special legal relations arising in the sphere of professional sport, which is not taken into account by the labor legislation and is also vaguely reflected in the legislation on physical culture and sport.

It should be noted that such notion as working time is not regulated anywhere for professional sportsmen. For sportsmen working time is the time of game, time of training, time of training camp. For professional sportsmen, the notion of "working time norm" is not defined, because the intensity of training and game schedule are not related to the working time norm (40 hours per week) established for ordinary employees. The concepts of "reduced working hours" and "part-time work" are also not used in professional sports.

Rights of the employer under a sports contract

Professional sports organizations, including professional sports clubs, have exclusive rights:

- to use the name of a physical culture or sporting event and its symbols;
- advertising goods, works and services in the venue of physical culture and sports events;
- to identify manufacturers of sports equipment, sports equipment and tools used at physical culture and sport events;
- coverage of physical culture and sport events by broadcasting the image and/or sound of events by any means and (or) with the help of various technologies, as well as by recording the specified broadcast and (or) photo and video shooting of the event.
- use by third parties of names of physical culture and sport events, word combinations and symbols of the mentioned events formed on their basis shall be carried out on the basis of agreements concluded in written form with organizers of physical culture and sport events, except for the cases of use of such names, word combinations and symbols of the mentioned

events formed on their basis for information purposes or in connection with the exercise of these rights by third parties, which are the acquirers of the rights to cover the mentioned events in the following way

It should be noted that the employer under the sports contract has the right to demand the fulfillment of the contract conditions, i.e. the fulfillment of professional sportsman's duties, including specific ones.

Specific responsibilities of sportsmen may include: -a duty of a professional sports player to play for a certain team only;

-a duty to play to the fullest extent;

- to maintain their physical and psychological condition at an appropriate level;

-persistently and persistently improve their sport skills;

-compliance with the sports regime;

-required to undergo a medical examination on a regular basis;

-compliance of sportsmen with ethical norms in the sphere of sports;

-principle of fair play;

-compliance with the norms of morality and morality, both in personal life and in society;

-protection of medicines without the permission of the team doctor;

-restrictions on free time, including sleep, and some other forms of private life;

- compliance with the requirements and control standards established by the individual training plan (the individual training plan in the form of an annex is an integral part of the contract);

- participation in all sports events provided by the individual training plan, with the achievement of certain sports results (the results, places taken or planned specific results in meters, seconds, kilograms, etc., which an athlete must show are indicated by the competition):

- the wearing of the uniform of the organization, club during the period of participation in the sporting events of the organization;

- strict observance of the daily schedule, general and individual regime of training, rest and participation in competitions, moral and ethical standards of behavior, etc.;

- taking care of your health and personal hygiene, including regular checkups;

-not using for achievement of sports results the methods and techniques prohibited by the rules of competitions;

-not to accept prohibited by the IOC Medical Commission pharmacological means and methods of performance stimulation (doping);

- in case of injuries or illness strict performance of medical and preventive procedures as prescribed by a doctor, etc;

- careful treatment of sports facilities, inventory, equipment and sports uniform;

Common in contracts with professional athletes is the establishment of a diet (restriction, for example, on the use of certain products, tobacco, alcohol), which also has the right to demand the employer.

It should be noted that the employer has the right to punish athletes for violations of contract terms.

Under the contract, an athlete may grant a sports organization, such as a club in a particular sport, exclusive rights to use his or her image, i.e., the exclusive right to use his or her name, image, photo and video images, graphics and any other images.

Let's add that according to the article 16 of the law of RU "About physical culture and sport" "Physical culture and sport organizations... carrying out activities in the field of physical culture and sport can be members of international sport organizations"[37].

Duties of the employer under the sports contract

According to Article 16 of the Law of RU "On physical culture and sport", sports organizations "provide athletes and coaches with necessary conditions for training and otherwise assist these specialists in achieving sports results"[38].

According to Article 25 of the Law of the Republic of Uzbekistan "On physical culture and sport" "...physical culture and sport organizations are obliged to create necessary social and domestic conditions for sportsmen and provide protection of their health"[39].

Article 32 of the Law of the Republic of Uzbekistan "On physical culture and sport" states that "provision of sportsmen with appropriate sports clothing, sports outfit, sports equipment and inventory, biological and medico-recovery drugs as well as financing of expenses related to compensation of their energy expenses and physical resources, provision of medical service (prevention, treatment) shall be carried out in accordance with the established procedure"[40]. Ibid. "Training of high-class athletes and sports reserve in accordance with the specifics of the sport is carried out by persons authorized to train in this sport"[41]. In other words, coaches with a special license for a sport must train with professional sportsmen.

In the same Law of the Republic of Uzbekistan article 34 "Physical culture and sports organizations ... carrying out training of sportsmen" states that "for the purpose of training of sportsmen the organization of educational and training process includes carrying out of educational and other sports events, and also provision of sports equipment, sports equipment and inventory, medical service, travel and meals at sports events"[42].

Article 42 of the abovementioned law states that "Physical training and sports activities and sports competitions shall be held without prejudice to the health, honor and dignity of their participants and spectators.

It shall not be allowed to use methods of training which contribute to violation of honor and dignity of athletes, as well as lead to their sports injuries"[43]

Article 43 of the Law of the Republic of Uzbekistan "On physical culture and sport" defines that "sports equipment, inventory and sportswear must meet international and/or state standards, norms and requirements"[44]

Thus, observance of safety rules, protection of health, honor and dignity of citizens during physical culture and sport, sport competitions and physical culture and sport spectacular events is the most important responsibility of professional sport organizations, including professional sport clubs.

The physical culture and sports organization shall provide the athlete with conditions for preparation for and participation in sports competitions, timely payment of salaries and fulfill other obligations stipulated by the contract.

It should be added that according to Article 42 of the above mentioned Law of the Republic of Uzbekistan "Relations between institutions and organizations and underage sportsmen shall be carried out in accordance with the established procedure only with the consent and participation of their parents or persons substituting for their parents, or specialized institutions whose pupils they are"[45], which is important when signing a contract with underage sportsmen. В заключении заметим, что в соответствии со ст. 47 Закона «Лица, виновные в нарушении законодательства о физической культуре и спорте, несут ответственность в установленном порядке»[46].

Responsibility of an athlete, coach for violation of the terms of a sports contract

As it was mentioned above, in the article 47 of the Law of the Republic of Uzbekistan "On physical culture and sport" it is stated "that the persons guilty in violation of legislation on physical culture and sport are responsible in the established order"[47].

In accordance with the world practice sport violations can be classified depending on what norms were violated:

1) disciplinary violations of prohibitions established directly by the physical culture and sport organization, namely: compliance with the training schedule, compliance with the instructions of the coach, careful treatment of the uniform, timely arrival to the place of training, training camps and sports competitions;

2) violation of the prohibitions established by the regulations of competitions, namely: prohibited gestures, disputes with arbitrators, unsporting behavior;

3) Violation of local acts of physical culture and sports associations, namely: violation of the rules of transition from one physical culture and sports organization to another;

4) Violation of international norms, for example, the use of prohibited medicines.

The practice gives grounds to draw a conclusion: when addressing the issue of bringing professional athletes to disciplinary responsibility for violations committed by them, not only the measures of disciplinary responsibility provided for in the labor legislation (reprimand, reprimand, dismissal), but also special sanctions developed by physical culture and sports associations taking into account the norms and rules developed by international organizations, national legislation, local acts of physical culture and sports associations are applied to them.

For example, disqualification.

Due to the absence at the republican level of the necessary legislative regulation of measures of disciplinary responsibility of professional sportsmen, it is difficult to determine the legal nature of such phenomenon as disqualification in professional sport.

But, simply put, disqualification means preventing a professional athlete from, for example, competing for any breach of contract.

The responsibility for the violation of the rules of sports is of legal nature and indicates the necessity to allocate a special kind of legal responsibility - sport and competition. All disputes related to sport are settled by an international arbitration body - the Court of Arbitration for Sport.

Referring to the criminal responsibility, it should be admitted that the Criminal Code, for example, of the Russian Federation classifies a number of acts related to sport as criminal. According to Article 230.1 of the Criminal Code of the Russian Federation, inducing an athlete to use substances and (or) methods prohibited for use in sport is punishable by a fine or restriction of liberty and provides for the possibility of additional punishment in the form of deprivation of the right to hold certain positions or engage in certain activities[48]. Article 184 of the Criminal Code of the Russian Federation stipulates punishment for bribery of participants and organizers of professional sports competitions and spectacular commercial contests[49].

And also:

-Bribery of athletes, sports judges, coaches, team leaders and other participants or organizers of professional sports competitions - is punished by obligatory works for the term from 120 to 80 hours, or correctional works for the term from 6 months to 1 year, or arrest for the term up to 3 months.

-Unlawful receipt by athletes of money, securities or other property transferred to them for the purpose of influencing the results of these competitions - shall be punished by a fine in the amount of 200 to 500 minimum wages or arrest for a period of 4 to 6 months[50].

The Criminal Code of the Republic of Uzbekistan does not contain such norms.

When mentioning the responsibility of an athlete, it should be remembered that the athlete is obliged:

-comply with safety requirements during participation in physical culture and sports events and training sessions, as well as when staying at sports facilities;

-comply with the anti-doping rules stipulated by Article 27 of the Law of the Republic of Uzbekistan "On physical culture and sport"[51];

- Provide information about their whereabouts in accordance with anti-doping rules for the purposes of doping control;

- to comply with ethical norms in the sphere of physical culture and sport; (for example, Article 25 of the Law of the Republic of Uzbekistan "On physical culture and sport" contains a requirement to athletes "to comply with ethical norms in the sphere of physical culture and sport"[52]. For example, the contract of PFC "Dynamo" (Samarkand) requires athletes to comply with ethical standards in the field of sport, the principle of fair play, respect for morals and morals both in private life and in society)[53].

-comply with the rules, regulations (regulations) about physical culture or sport events in which he participates and the requirements of the organizers of physical culture or sport events;

- to observe discipline; (for example, in the contract of PFK "Dynamo" it is specified the responsibility of an athlete in case of violation of labor discipline - "penalties for being late for work, for sending an airplane, train, bus, absence without a valid reason" [54]).

- to comply with sanitary and medical requirements, to undergo regular medical examinations. For example, in the same contract of PFC "Dynamo" there is a requirement that "the player must look tidy"[55].

An athlete may have other rights and bear other responsibilities under the law.

Responsibility of the employer for breach of contract.

Employer in the person of professional sports organization is responsible for non-fulfillment or improper fulfillment of contract conditions in accordance with the legislation of the Republic of Uzbekistan.

In the sphere of professional sport the responsibility is delegated and is based on the possibility of establishing sport sanctions by the republican sport federations for the violation of the norms they approve. Such possibility, unfortunately, was not reflected in the Law of the Republic of Uzbekistan "On physical culture and sport". In our opinion, we should not introduce an additional type of legal liability into the labor law, since the introduction of additional measures in the CLOT RU will increase the list of sanctions. At the same time, the labor law knows a special method of liability of the head of the organization - on the grounds provided by law. Thus, the existence between the parties to an employment contract (sports contract) does not prevent the employee (in this case, the head of the organization as an authorized representative of the employer) from being held liable under civil law. All these contradictions are due to the close interaction of relations that arise under the employment contract concluded with the employee. That is why peculiarities of professional sportsmen's work indicate the necessity to fix a special way of influence as a contractual liability which is characterized by the following: certain subjects of sport, namely sportsmen, coaches and referees have a set of certain rights and obligations, i.e. they have a special legal status; sports sanctions are fixed in the regulations of international and republican sports federations; sportsmen, coaches and sports referees assume this legal status and undergo the following conditions

For example, failure of a professional club to fulfill the conditions of athletes' contract may have far-reaching consequences.

Here is an example from practice. The contracts of professional soccer clubs in Uzbekistan with players are subject to mandatory registration with the Football Association of Uzbekistan. This is done so that in case of violation of the rights and interests of an athlete, for example, failure to pay salaries, the association could be able to influence the management of a professional club to demand compliance with the terms of the contract. Thus, in recent years the contract conditions of some foreign players and coaches in our soccer clubs - the coach of Tashkent "Bunyodkor", coach of Namangan "Navbahor" A. Belenkov, player of "Bunyodkor" Rivaldo, who were forced to apply for assistance from the Football Association of Uzbekistan, and then from international organizations, in particular FIFA, were not fulfilled.

We hope that the study will help solve the problem of increasing the competitiveness of Uzbekistan in the international sports arena, as well as provide an opportunity in the XXI century to fully realize the huge social potential of physical culture and sports for the benefit of our society.

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