

Dirassat & Abhath
The Arabic Journal of Human
and Social Sciences



مجلة دراسات وأبحاث
المجلة العربية في العلوم الإنسانية
والاجتماعية

EISSN: 2253-0363
ISSN : 1112-9751

The legal basis of an athlete's employment contract الأساس القانوني لعقد عمل الرياضي

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تاريخ النشر: 2026/10/15

تاريخ القبول : 2026/06/27

تاريخ الاستلام: 2026/04/22

Abstract:

Through this study, we will try to know the laws applied to the sports employment contract by addressing the various criteria on the basis of which this contract is considered an employment contract. As the conclusion of the employment relationship between the worker and the employee, i.e. the employer, entails a set of rights and obligations based on different sources, foremost of which are the constitution, law, regulation, collective agreements, internal regulations, and the employment contract, while respecting their gradation and arrangement in terms of legal force when their provisions differ or conflict.

Keywords: Athlete, work, contract.

المخلص:

سنحاول من خلال هذه الدراسة معرفة القوانين المطبقة على عقد العمل الرياضي وذلك من خلال التطرق إلى مختلف المعايير التي على أساسها يعتبر هذا العقد عقد عمل.

حيث أنه يترتب على انعقاد علاقة العمل بين كل من العامل والمستخدم أي صاحب العمل مجموعة من الحقوق والالتزامات تستند إلى مصادر مختلفة في مقدمتها الدستور، القانون والتنظيم والاتفاقيات الجماعية، النظام الداخلي، وعقد العمل مع احترام تدرجها وترتيبها من حيث القوة القانونية عند اختلاف أو تعارض أحكامها.

الكلمات المفتاحية: الرياضي، العمل، العقد.

1. INTRODUCTION

One of the things that must be of concern to the law is the regulation of various professions, especially when these professions become closely connected to sports of all kinds, as they have become in our time a profession and craft practiced for the purpose of financial gain and livelihood, as well as a means of personal benefit. Therefore, they must be of concern to the law by setting rules and regulating regulations in order to ensure that this social phenomenon is practiced in the safest way that achieves the interest of the individual and the community together.

Since the sports employment contract is essentially an employment contract with some specificities required by the nature of the sports activity, we raise the following question: What is the legal basis or legal framework for this contract?

Through this study, we will focus on the most important criteria that are considered the basis for the sports employment contract, following the descriptive and analytical methods, in addition to the comparative

method in some cases.

Section One: Standards Defining Fundamental Rights and Freedoms

In this section, we will address these standards by dividing them into two parts: first, standards of constitutional value, and second, international agreements and treaties.

First Requirement: Standards of Constitutional Value

Sports law, like other laws, is subject to specific rules stipulated in the constitution. That is, its constitutional rules must not contradict the constitution, a principle known as the constitutionality of laws. The constitution is considered the highest authority in the hierarchy of laws. Since we are discussing labor relations, we have attempted to clarify some of these rules.

Among these constitutional rules in the field of labor relations, one can cite the French Constitution of October 17, 1946. Some of these principles include the right to work, the principle of non-discrimination based on ideology, race, or birth, the right to union

representation, and the right to strike¹.

The 2020² Algerian Constitution, for example, stipulates almost identical principles to those of the French Constitution regarding labor relations. Article 37 states that "All citizens are equal before the law, and no discrimination based on birth, race, sex, opinion, or any other personal or social condition or circumstance may be invoked." Article 66 of the same constitution states that "Work is a right and a duty. The law guarantees the right to protection, security, and hygiene during work. The right to rest is guaranteed, and the law determines how it is exercised. The law guarantees the worker's right to social security. Child labor is punishable by law. The State promotes apprenticeships and establishes policies to help create jobs. The law determines the conditions for employing workers for public service purposes."

Article 69 of the same constitution also stipulates that the right to unionize is guaranteed and is exercised freely within the framework of the law. Article 70, paragraph 1, further states that "The right to strike is recognized and is exercised within the framework of the law."

The second requirement: International agreements and treaties.

Generally, a treaty is any agreement in which each party commits to regulating the state of work and workers in its country in a uniform manner.

These agreements are of great importance as a fundamental mechanism adopted in the field of sports by the countries concerned, i.e., those that have ratified them. They acquire legal force for the countries once they join and enter into force.³

Such rules stemming from treaties in the field of sports can be observed by examining the Treaty on the Functioning of the European Union (TFUE), as amended by the Treaty of Lisbon, signed on December 13, 2007, and which entered into force on December 1, 2009. This treaty stipulates that the European Union has the power to undertake measures to support, complement, or coordinate between its member states in the field of sports.

Article 165 of the Treaty on European Union (TUE) stipulates that the European Union contributes to the promotion of European sport, taking into account the specificities and interests of its member states, based on their social and educational functions.

Prior to this, sport was not within the delegated powers of the EU member states. However, the Court of Justice of the European Union (CJUE), based on the principle of free movement of workers, intervened extensively to regulate the labor market for athletes⁴.

Section Two: Legal, Regulatory and Judicial Standards.

This section includes legal, regulatory, and judicial standards, which we will address through three requirements.

First requirement: Labor law.

French jurisprudence⁵ considers that most of the rules applied in the field of professional sports employment relations are derived from labor law. This is evident through French labor law⁶, especially when it comes to fixed-term employment contracts, as Article (L3121-1) and subsequent articles relate to working time, and Article (L1243-1) and subsequent articles also relate to the termination of fixed-term employment

¹ J. R. Cognard, *Contrat de travail dans le sport professionnel*, juris Edition 2012, P 18.

² الدستور الجزائري 2020، المؤرخ في 30 ديسمبر 2020م. 15 جمادى الأولى عام 1442 هـ ج.ع. 82.

³ بلحناني فاطمة، آليات منظمة العمل الدولية لكفالة الحقوق المقررة في الاتفاقيات الدولية للعمل، مجلة نظرة على القانون الاجتماعي، جامعة وهران – بلقايد – تحت إشراف الأستاذة

حمدان برصالي ليلي LABDROS، العدد 3، 2013، مطبعة دار الأديب، ص 15.

⁴ J. R. Cognard, *Op Cit*, P 19

⁵ J. R. Cognard, *Op Cit*, P 19.

⁶ Légifrance, Code du travail,

https://www.legifrance.gouv.fr/codes/texte_lc/LEGITEXT000006072050/, (04/02/2026) at 11:50.

contracts. In addition, the rules relating to fixed-term employment contracts in French labor law are 1-1421 and subsequent articles, particularly 2.3-1242.

French labor law has also explicitly considered the employment contracts of professional athletes to be employment contracts. As Article (L1242-1.1) of it stipulates in paragraph 03 that an employment contract for a fixed term may be concluded in jobs where it is customary not to resort to an indefinite employment contract due to the nature of the activity, and given that these jobs are characterized by a temporary nature. In application of this article, Article (D1242-1)⁷ of this law stipulated that among those jobs in which an employment contract for a fixed term may be concluded is professional sports (Le Sport Professionnel). Thus, French labor law considers the contracts of professional athletes to be employment contracts for a fixed term.

However, by referring to the rules of the Algerian Labor Relations Law 90/11⁸, we find that it stipulates, through Article 04, that elite athletes who practice their activity are subject to special provisions determined by regulation, but it does not explicitly state that the contracts of athletes, whether in the field of professionalism or amateurism, are considered employment contracts.

The second requirement: Sports law.

The unique nature of athletic activity justifies the application of specific rules, as outlined in sports law, which stipulate, for example, the responsibilities of athletes during their training. This is exemplified by Articles L212-1 and L212-3 of the French

Sports⁹ Code, which address the combination of paid athletic work with public service employment.

Furthermore, this law explicitly defines a professional contract as an employment contract, as stated in Articles L222-1 to L222-22.

With reference to Law 13/05¹⁰ relating to the organization and development of physical and sports activities, we find that it includes rules specific to the organization of sports activity in Algeria. This is due to the specific nature of this activity, as this decision is considered a driving force for protecting, unifying and consolidating the sports movement in Algeria. However, this law did not regulate sports employment relations or contracts for athletes, but rather it was content with how to organize and develop physical and sports activities. It should be noted that Article 79 of it stipulated that a professional sports club may employ athletes for a wage. Therefore, what can be said in this context is that this law, through this article, stipulated the employment relationship of athletes, but it did not regulate it, but rather left that to the sports regulations.

Referring to Law 04/10¹¹, Article 30, we see that it defines an athlete as any practitioner who is medically recognized as practicing sports and is legally authorized within a sports club. However, these provisions did not provide a definition of a professional sports contract, nor did they specify its nature.

Regarding regulations and decisions,

⁷ Dalloz, Code du travail, https://www.dalloz.fr/documentation/Document?id=CTRA229380&scroll=CTRA282848&FromId=CODES_SECS_CTRA (04/02/2026) at 12 :21

⁸ قانون 11/90 المؤرخ في 26 رمضان عام 1410 الموافق 21 أبريل سنة 1990 يتعلق بعلاقات العمل المعدل والمتمم. (ج ر رقم 17 المؤرخة في 25 أبريل 1990).

⁹ Légifrance, Code du sport,

https://www.legifrance.gouv.fr/codes/section_lc/LEGITEXT000006071318/LEGISCTA000006137771/#LEGISCTA000006137771 (05/02/2026) at 11 :13.

¹⁰ قانون رقم 05/13 المؤرخ في 14 رمضان 1434 هـ الموافق لـ 23 يوليو 2013 السالف الذكر والمتعلق بتنظيم الأنشطة البدنية والرياضية وتطويرها، ج. ر. ع 39.

¹¹ قانون 10/04 المؤرخ في 27 جمادى الثانية عام 1425 هـ الموافق لـ 14 أوت 2004 المتعلق بالتربية البدنية والرياضية، ج. ر. ع 52.

Executive Decree 06-297¹² explicitly states in Article 22, paragraph 2, that an employment contract concluded by a coach with a club accredited and affiliated with the relevant federation or league is a fixed-term contract and is executed in accordance with applicable legislative and regulatory provisions, particularly Law 11/90 governing labor relations mentioned above. Article 23 of this decree specifies the conditions of a fixed-term employment contract for a coach. Article 05, paragraph 01 of the ministerial decree specifying the terms of reference to be subscribed by sports companies' states that "the professional club, with regard to players, must apply the legal and regulatory provisions in the field of foreign workers." Accordingly, it considers players as workers explicitly. Therefore, in the case of foreign players, Law 81/01 of July 11, 1981¹³, concerning the conditions and procedures for resorting to foreign labor in various sectors and activities, applies. Article 03 of this law states that "it is strictly forbidden for any employer to employ, even temporarily, foreign workers who do not possess a qualification level at least equal to their technical level, except in the case of nationals of a country with which Algeria has concluded an agreement or treaty..." As for the Algerian Labor Law 11/90, Article 21 only mentions that "the employer may employ foreign workers when there is no qualified national workforce."¹⁴

Referring to Law 81/01 above and its specific provisions, the conditions and rules governing the employment of foreign workers can be summarized in the following elements and aspects:

-The principle governing the employment relationship between the employing institution and the foreign worker is that of a fixed-term contract, as stipulated in Article 4

of this law, which states that "a temporary work permit or license is granted to the beneficiary to engage in a specific paid activity for a specified period and with only one employer".

-The foreign worker must obtain a work permit or authorization issued by the competent authorities in the country, after submitting a complete file that includes, in addition to the foreign worker's personal information, the opinion of the employer and the technical justifications that led them to hire this worker, along with the opinion of the workers' representative union.

-Before resorting to foreign workers, it must be ensured that the position or professional role cannot be filled by a citizen worker due to a lack of the required qualifications or expertise, and that it is not possible to wait for the results of any training programs that may be initiated or implemented. Therefore, the candidate for the position must possess the required certificates and qualifications for the job in question.

Regarding the rights, obligations, and regulatory aspects arising from the employment relationship of a foreign worker, these can be summarized as follows:

-The foreign worker receives compensation based on the applicable job classification, in addition to allowances and various compensations related to the position, or as agreed upon by both parties, along with the rights stipulated for them in the various laws and regulations governing transfers and exchanges, etc. In return, the foreign worker is subject to certain political and specific obligations, such as refraining from engaging in or practicing any political activity in the country, as well as refraining from any profitable activity during their employment, regardless of its nature or form¹⁵. Furthermore, Article 5, Paragraph 2 of the

¹² المرسوم التنفيذي 264-06 المؤرخ في 08 أوت 2006 يضببط الأحكام الرياضية المطبقة على النادي الرياضي المحترف ويحدد القوانين الأساسية النموذجية للشركات الرياضية ج. ر. ع 50.
¹³ القرار الوزاري المؤرخ في 01 جويلية 2010 المحدد لدفتر الأعباء الواجب اكتتابه من طرف الشركات الرياضية، ج. ر. ع 44.

¹⁴ المادة 21 من قانون 11/90 السالف الذكر، المتعلق بعلاقات العمل المعدل والمتمم.

¹⁵ الدكتور أحمية سليمان، الوجيز في قانون علاقات العمل في التشريع الجزائري، ديوان المطبوعات الجامعية 3، 2012، ص 151-152.

Ministerial Law specifying the terms of reference to be subscribed by sports companies stipulates "the application of regulations in the areas of player employment and transfers." It can be inferred from this paragraph that the term "employment" is also used, thus considering players as workers. Article 29 of the same decree stipulates that "the professional sports club is obligated to respect the laws and regulations in force, particularly those relating to labor law, social security, and commercial companies.

Every transaction must comply with the applicable legislation and regulations." Article 30¹⁶ also stipulates that "the professional sports club is obligated to make all declarations and carry out all procedures stipulated in the applicable laws and regulations, particularly in the areas of:

- Employment
- Social Security
- Retirement
- Taxes and levies
- Residence and employment of foreigners
- Insurance subscriptions." Article 31¹⁷ stipulates that "the professional club must prepare internal regulations applicable to its employees and staff."

This article establishes that the terms "employees" and "employee" were used, thus considering contracted athletes as employees and the professional club as the employer.

Therefore, and based on all of this, laws and regulations are considered one of the sources of the sports employment contract.

Third requirement: Judicial interpretation.

Judicial interpretation plays a role in shaping the standards of professional sports activity¹⁸. It intervenes in the classification of the employee-employee relationship based on the existence of a subordination relationship in order to define the legal obligations of both the athlete and the employer.

The judge examines the dispute even regarding the existence and nature of the sports employment contract¹⁹. The judiciary's role is limited to overseeing the classification of the contract, which is the legal characterization of the relationship. This is a legal matter on which the Court of Cassation reviews the lower court's conclusions. In other words, determining the intent of the contracting parties falls within the jurisdiction of the lower court²⁰. However, once the court has reached this conclusion, the correct legal characterization of the parties' intent and the application of the relevant legal provisions to the contract are legal matters subject to review by the Court of Cassation.

Fourth requirement: Collective agreements in the sports field.

Since paid sports activity is viewed through the lens of familiar labor law mechanisms²¹, meaning it falls within the framework of an employment relationship, one of the most important means of regulating this relationship is collective bargaining agreements. These agreements are agreements concluded between workers' unions and the employer or group of employers to regulate the terms and

¹⁶ المادة 30 من القرار الوزاري المؤرخ في 01 جويلية 2010 المحدد لدفتر الأعباء الواجب اكتبته من طرف الشركات الرياضية، السالف الذكر.

¹⁷ المادة 31 من القرار الوزاري المؤرخ في 01 جويلية 2010 المحدد لدفتر الأعباء الواجب اكتبته من طرف الشركات الرياضية، السالف الذكر.

¹⁸ J. R. Cognard, Op Cit, P 19.

¹⁹ Jean Yves Foucard, jyfoucard@lmtavocat.com, dossier : dr. Sport. Procédure et juridiction en droit du

sport. La revue de l'avocat conseil d'entreprise. Octobre 2010. N113, paragraphe 3.2.1, droit du travail, P30.

²⁰ الدكتور محمد حسين منصور، قانون العمل - ماهية قانون العمل - عقد العمل الفردي - عقد العمل الجماعي - النقابات العمالية - المنازعات الجماعية - التسوية والوساطة والتحكيم - والإضراب والإغلاق، دار الجامعة الجديدة، القاهرة، مصر، 2007، ص 91-92.

²¹ J.P. Karaquillo, le droit du sport, 3eme édition, Dalloz, 2011, P83-84.

conditions of the employment relationship. The importance of collective bargaining agreements lies in their inclusion of dialogue and cooperation between employers and workers²².

Given the importance of this mechanism, the Algerian Labor Code 11/90 regulates collective agreements in Chapter Six, which deals with labor relations, specifically in Article 114.

Given the absence of such agreements in the sports sector at the national level, we have attempted to examine similar agreements in France, taking as an example the French National Collective Agreement for Sports (CCNS).

This agreement was signed in July 2005 by six (6) trade unions²³ and entered into force on November 21, 2006. It was established in accordance with the provisions of French labor law²⁴, which stipulates that the agreement must be signed by at least one union representing the employees. This representation can be implicit or explicit, and its content must not conflict with the majority of other unions in its field of expertise.

This agreement can be applied within a company or establishment provided two conditions are met:

- The company in question must be a member of an employers' organization or a party to a collective agreement.

- Its main activity must fall within the scope of the relevant sectoral and territorial collective agreement.

It should also be noted that the National Collective Agreement for Sports in France (CCNS) applies specifically to companies engaged in professional sports activities, as stipulated in Article L12-1 of this agreement. It governs employment relationships in accordance with labor law in the sports

sector. This agreement aims to regulate, manage, and frame sports activities at the national level. It oversees the management, development, and preparation of athletes, regulates sports education and training, and promotes and organizes professional sports competitions²⁵.

It should be noted that other collective agreements exist in France, such as the National Collective Agreement for Golf, the Collective Agreement for Football (the Professional Football Charter), the Collective Agreement for Professional Cyclists, and the Collective Agreement for Professional Rugby. In general, employment contracts in the sports sector are also governed by collective agreements. For example, the National Collective Agreement for Sports stipulates that the contract, particularly according to Article 4, paragraphs 1 and 2, must include:

- The nature of the contract and the start date.
- The social reason for employment, the employer's address, and the workplace.
- The employee's identity and nationality (if foreign, they must have a work permit).
- The job description and position within the group.
- The base salary, various salary components, and in-kind benefits.
- The duration of employment and the reasons for resorting to fixed-term contracts.
- The specific working conditions (periods, number of weeks).
- The forms of weekly rest.
- The forms of the probationary period.
- The entity to which the employer contributes social security contributions, as well as the pension fund number.
- The applicable collective agreement (football, rugby, basketball, etc.)²⁶.

The CCNS Convention comprises thirteen

²² الأستاذ كمال مخلوف، الإطار التنظيمي لاتفاقية العمل الجماعية في التشريع الجزائري، المركز الجامعي بالبويرة الجزائر، مجلة المعارف، العدد 04، جانفي 2011، ص 87.

²³ J. R. Cognard, Op Cit, P 19.

²⁴ Art L2232-6, Code du travail, OpCit.

²⁵ Jean Christophe Lapouble, droit du sport l'essentiel en sciences des sport ellipses, édition 2006, Paris cedex 15, P254.

²⁶ Dr. SERDJ Poutot, et Dr. Michel Serdj Poutot, bulletin d'information juridique sportive, légisport, le contrat du travail des

(13) chapters. Chapter One covers the scope of application, Chapter Two addresses joint social dialogue. Chapter Three deals with freedom of expression, the right to organize, and worker representation. Chapter Four covers employment contracts, including obligations, basic and secondary conditions, and contract types. Chapter Five addresses working hours. Chapter Six covers general principles of hygiene, safety, health, and working conditions. Chapter Seven addresses holidays. Chapter Eight addresses professional training. Chapter Nine addresses classification and wages. Chapter Ten addresses savings. Chapter Eleven addresses multiple employers and employee organizations. Chapter Twelve addresses professional sports. and Chapter Thirteen addresses employee replacement.

Therefore, it can be said that this convention governs the employment relationships of professional athletes in disciplines that fall within its professional scope²⁷.

The primacy of law over a less favorable collective agreement: This was demonstrated in the case of Fabrice Poulin, a professional footballer for OGC Nice. When he was injured during a match, and in accordance with Article 12 of the Professional Football Charter, he was summoned for a medical examination to determine his ability to play again, the club suspended his salary, arguing that his refusal to undergo the examination constituted a breach of the employment contract.

The Aix-en-Provence Court of Appeal ruled that Article 12 of the Charter could be replaced by legally binding protective provisions for employees injured in

workplace accidents, as these provisions are of public order and more suitable than the rules stipulated in the Charter²⁸.

Fifth requirement: Regulations issued by sports federations and/or professional leagues.

The regulations issued by authorized federations and leagues apply to their affiliated clubs and licensed athletes, as these regulations include rules governing the relationship between employing clubs and their contracted athletes²⁹.

For example, these regulations include rules concerning player transfers between clubs, specifying the transfer period and enabling players to register their employment contracts with the federations. These federations also define, through their regulations, the procedures for competitions related to employment contracts. This is evident in Articles 200 to 206 of the French Professional Football League regulations³⁰. However, when considering the regulations issued by the Algerian federations, which are granted public service mandates by law³¹, as well as the leagues authorized by the federation to organize sporting activities, these leagues, within the framework of their authorized powers according to the federation's laws and regulations, have broader authority over the clubs affiliated with them and those registered with them, especially those licensed³². As is the case with the regulations issued by the French federations and leagues, the regulations issued by the sports federations and leagues in Algeria serve the same function. For example, regarding player transfers at the national or international level, Article 50 of

sportives professionnelles, P02.
www.legisport.com.

²⁷ J. R. Cognard, Op Cit, P 19.

²⁸ CA, Aix-en-Provence, 21 Octobre 1997, n°9805/93, Poullain, c/OGC Nice, juridata, n°1997-056364

²⁹ J. R. Cognard, Op Cit, P22.

³⁰ Règlement des compétitions de la LFP, 2014/2015.

³¹ قانون 05/13 المتعلق بتنظيم الأنشطة البدنية والرياضية
السالف الذكر.

³² Fédération algérienne de football, Art 1et 2, règlement des championnats du football professionnel, éd, 2015.

the aforementioned Professional Football League regulations defines the license model for playing football, Article 36 of the same regulations specifies its prohibition, validity period, and the procedures for granting and expiring it, and Articles 38 and 39 further define... Procedures for approving professional contracts, which, according to the majority of jurisprudence and the judiciary, are considered employment contracts, as we have indicated.

To what extent are these regulations issued by federations and associations binding?

Promoting and developing sports activities is in the public interest³³, and therefore, sports activities are encouraged by state authorities³⁴. These authorities, in their dealings with relevant associations and bodies such as federations and leagues, define, regulate, implement, monitor, and oversee the national sports policy³⁵. Consequently, leagues and federations are only established with state authorization, and the authority to issue regulations and bylaws in the sports field is granted to them by law and public bodies within the state³⁶.

Thus, it can be said that the regulations and bylaws issued by federations and leagues must be implemented by those subject to them, such as clubs and players³⁷. Furthermore, Article 3 of Executive Decree 06-297, which establishes the basic law for coaches, stipulates that "coaches, in the performance of their duties, are subject to the legislative and regulatory provisions in force, the provisions of this decree, and the regulations and basic laws enacted by the relevant national sports federation."

Hence, it can be said that athletes must comply with the regulations and rules issued by the federations, and therefore it can also be said that the regulations and rules are also

considered one of the sources of the sports employment contract.

4. RESULTS AND DISCUSSION

Therefore, this contract is subject to the general rules of labor law as an employment contract, in addition to the rules stipulated in the civil law that regulate contracts in general. It is also subject to the provisions of the constitution and international agreements and treaties in the sports field. This contract is also subject to the rules of professionalism issued by the federations in this field. However, it should be noted that the laws and regulations established by the public authorities in the state, such as parliament, remain the basis and private bodies such as federations should not establish regulations and rules that contradict these laws and rules. Otherwise, they would be considered invalid, such as if these regulations stipulate texts that contradict the mandatory rules in the state, such as discrimination between salaried athletes and the infringement of their rights. These private bodies may issue regulations and rules within the framework of what is in accordance with the law, or what the law permits, or what the law mandates. These bodies also have room to agree to deviate from the supplementary rules.

3. CONCLUSION

We concluded that the sports employment contract, although it is originally an employment contract, has some particularities that distinguish it from ordinary employment contracts. As its legal basis is not only labor law or civil law as the general law or even the constitution as the supreme law, but it is also subject to regulations and bylaws issued by special bodies such as sports federations, which are the most knowledgeable about sports activity and how to organize it. Therefore, the aim of

³³ المادة 04 من قانون 04/13 المتعلق بالأنشطة البدنية و

الرياضية السالف الذكر.

³⁴ Jean yves lassalle, responsabilité civil et pénale-sport. JCP, la semaine juridique , édition général, étude 1277n° 4/5 décembre 2000, P2229

³⁵ المادة 50 من قانون 05/ 13 السالف الذكر.

³⁶ المواد من 85 إلى 91 من قانون 05/13 السالف الذكر

³⁷ المادة 05 من القرار الوزاري المؤرخ في 01 جويلية 2010 المحدد

لدفتر الأعباء الواجب اكتتابه من طرف الشركات الرياضية.

السالف الذكر.

this study is to know the legal basis of this contract in order to gain legal knowledge, in addition to resorting to this basis in the event of a dispute over the terms of the contract, as well as analyzing the conditions of this contract and understanding its legal nature.

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