

The Professional Sports Contract in Algerian Legislation : "The Professional Football Player's Contract as a Model"

عقد الاحتراف الرياضي في التشريع الجزائري: "عقد احتراف لاعب كرة القدم نموذجاً"

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Received: 07/01/2026

Accepted: 01/02/2026

Published: 30/03/2026

Abstract: Professional sports contracts define the legal relationship between athletes and clubs, being governed by both national laws and sports regulations. They combine the characteristics of employment and civil contracts, creating a complex framework that imposes professional, financial, and organizational obligations on both parties. These contracts typically cover essential aspects such as salary, insurance, training conditions, and transfer clauses. In return, players are required to follow club rules, maintain their fitness, and fulfill their professional responsibilities. They also specify the legal consequences in cases of non-compliance or breach of agreement. One of the main legal issues lies in determining whether these contracts should be classified as employment contracts, due to the element of subordination, or as service contracts. This classification affects the applicable legal framework and the competent authorities in dispute resolution. Therefore, a clear legal definition and classification are vital to ensure contractual stability and to strengthen professionalism in the field of sports. The analytical method was employed by examining various legal texts in Algerian legislation, including civil and sports law.

Keywords: Sports professionalism – Sports professionalism contract – Professional player – Sports club – Sports legislation.

الملخص:

تُعدّ العقود الرياضية الاحترافية الإطار القانوني الذي ينظم العلاقة بين الرياضيين والأندية، وتمتاز بخضوعها في آنٍ واحد للقوانين الوطنية واللوائح الرياضية الخاصة. فهي تجمع بين خصائص عقد العمل والعقد المدني، مما يجعلها علاقة قانونية معقدة تفرض التزامات مهنية ومالية وتنظيمية على الطرفين. وتشمل هذه العقود بنوداً أساسية تتعلق بالأجر، والتأمين، وظروف التدريب، وشروط الانتقال، في مقابل التزام اللاعب باحترام القوانين الداخلية، والحفاظ على لياقته البدنية، وأداء واجباته المهنية. كما تحدّد العقود الإجراءات والعواقب المترتبة في حال إخلال أحد الطرفين

بالتزاماته. وتبرز إشكالية تصنيف هذه العقود من الناحية القانونية، إذ يُطرح التساؤل حول ما إذا كانت تُعتبر عقود عمل بالنظر إلى عنصر التبعية، أم عقود خدمات خاصة، وهو ما يؤثر على تحديد القواعد القانونية المطبقة والجهة المختصة بالفصل في النزاعات. ومن ثم، فإنّ التصنيف القانوني الدقيق والواضح لهذه العقود يُعدّ شرطاً أساسياً لضمان استقرار العلاقة التعاقدية وتعزيز الاحترافية في المجال الرياضي. وقد تمّ الإعتماد على المنهج التحليلي حيث تمّ تحليل بعض النصوص القانونية المختلفة في التشريع الجزائري كالقانون المدني والقانون الرياضي.

- الكلمات المفتاحية : الإحتراف الرياضي - عقد الإحتراف الرياضي - اللاعب المحترف - النادي الرياضي - التشريع الرياضي.

* Introduction and problematic of the study:

Sports professionalism has become one of the most important organizational mechanisms adopted by modern sports, especially in football, which has evolved from a recreational activity into a sector based on investment, economic, and legal management. This transformation has required a reconsideration of the nature of the relationship between the player and the club, ensuring its shift from an amateur relationship based purely on sports considerations to a professional contractual relationship governed by precise legal rules that define the rights and obligations of each party. This process allows for the creation of a professional environment that aligns with the requirements of competition at both local and international levels (ben Aki, 2015). Professional contracts occupy a central position within this system, serving as the basic legal framework that defines the legal status of the player as a professional worker providing a sports service in return for remuneration (Chami, 2023). It also outlines the position of the club as a sports and economic institution required to provide the conditions for professional sports. Thus, this contract is not merely a financial agreement between the two parties but rather a comprehensive legal relationship encompassing the provisions of civil law and the rules of sports regulations, in addition to the disciplinary and administrative standards imposed by national and international sports bodies (Laghrou et al., 2020). But the specific terms of

this contract raise a number of questions about how it should be classified legally: is it an employment contract, a services contract, or a contract of a unique kind that combines elements of both civil and labor contracts (Saqqar and Bkheiti, 2023) The issue of classification also has a direct impact on the understanding of mutual obligations, the determination of legal responsibility in the event of a breach, and the identification of the competent authority to adjudicate disputes arising from the contract, whether ordinary courts or sports bodies (Ben Al-Arabi et al., 2021). The obligations of professional players include professional, physical, and organizational duties, such as maintaining physical fitness, respecting the training program, adhering to sports discipline, upholding the club's reputation, and implementing technical and administrative instructions. The following administrative methods make a significant contribution to spreading administrative awareness, supporting administrative competencies, and encouraging a commitment to administrative work to achieve the desired objectives (El Ayachi and sedira, 2019). Conversely, sports clubs are obligated to guarantee payment, provide insurance and healthcare, secure appropriate training conditions, protect the contractual rights of the player, and honor conditions relating to the duration of the contract and the player's transfer (Menmani, 2017). However, the enforcement of these obligations in the Algerian sports environment still faces multiple difficulties related to the weak adaptation of contracts, the ambiguity of certain regulatory, financial, and legal provisions, the lack of professional experience among clubs, and the absence of effective mechanisms for contract enforcement and dispute resolution. This is evident in the frequent contractual breaches between players and clubs (sharif et al., 2021) regarding salaries, signing bonuses, transfer conditions, unilateral termination, and mutual obligations during the term of the contract. The fragility of the legal frameworks governing professionalism has led to irregular contractual practices

and issues with transparency, financial guarantees, and supervisory mechanisms, thereby undermining the effectiveness of the professionalism system. It also appears that the success of sports professionalism depends on the extent to which legislation can keep pace with the economic transformations of the sport, provide clear texts regarding players' rights and the determination of responsibilities, and develop club governance mechanisms to guarantee compliance with contractual obligations (Menmani and Barakat, 2019). Hence, there is a need for an in-depth study of professional sports contracts in Algeria, analyzing their legal nature and identifying their essential obligations. In this context, although Algeria has adopted a system of sports professionalism and attempted to adapt its legal framework to the new requirements of modern football, the legislative framework regulating the professional contract still raises multiple issues (Al-Amari, 2011) related to its classification, legal nature, the extent of its subjection to the general rules of labor law or civil law, and its suitability for the specific context of sports. This contract also gives rise to increasing disputes between players and clubs, in light of the ambiguity of certain legal texts and the lack of clarity regarding the competent dispute resolution authority. This situation raises an essential question: What is the legal classification of sports professional contracts in Algerian legislation? What are its defining features and the legal consequences arising from it?

Definition of Sports Professionalism

Sports professionalism is defined as "the practice of an individual engaging in a sports activity as an occupation, carried out regularly and continuously with the aim of earning an income relied upon as a means of livelihood" (Al-Ayashi and sedira, 2019). It also refers to making participation in sports_both individual and team sports_a regular and continuous job or profession, turning it into a means for living and fulfilling needs and desires (Laayadi et al., 2019).

In the world of football, professionalism "means that an individual works as a player, a champion, a coach, or an assistant coach, and receives income from this work according to contracts or terms agreed upon in advance; in other words, making a living from practicing sports" (Ben Aki, 2015).

It is also described as "consistently adopting a particular game as a profession from which the player earns financial returns that become a main source of income, based on a contract between him and his club, under its rules and playing on its behalf" (Menmani, 2017).

- For sports professionalism to be achieved and for an athlete to acquire the status of a professional player, the following three conditions must be met:

1. Regular and continuous practice of football.
2. Football is the main source of income for professional players.
3. The existence of a professional contract between the player and sports club.

The concept of a professional player's contract:

A contract, in general, is considered an important legal act, and it is defined in Article 54 of the Algerian Civil Code as "an agreement by which one or more persons commit to giving, doing, or not doing something." The Algerian legislator did not provide a direct definition of a professional sports contract but rather left the task of regulating it to the rules and regulations issued by national sports federations. Therefore, its definition has come to rely on considering it as a form of sports contract. Referring to general rules, we can define it as follows: "A playing or coaching contract is an agreement by which a player or a coach commits to playing or coaching for a specific club for a determined period in exchange for a known remuneration" (Maafi, 2021).

The Legal Classification of Professional Sports Contracts:

After defining the concept of a professional sports contract, it becomes necessary to determine its legal nature, especially given the existing disagreement between

jurisprudence and the judiciary regarding its legal classification. Some believe that a professional player is considered independent in practicing football, and therefore, the contract concluded between him and his club is a contract for services (muqawala). Others see that there is a relationship of subordination between the professional player and his club, making the contract concluded between them an employment contract. This dilemma raises the question of whether this contract should be considered an employment contract, subject to the rules governing such contracts, or a contract for services (muqawala).

1. Professional Sports Contract as a Contract for Services (Muqawala)

Supporters of this view argue that a professional sports contract is a contract for services based on the personal nature of the professional player. French courts adopted this view at one point, with their rulings considering the relationship between the player and the club as not one of subordination; thus, it is not deemed an employment contract. Accordingly, the rules governing contracts for services apply to professional sports contracts, regardless of the nature of the sport (Saqqar and Bkheiti, 2023). This perspective also relies on the fact that the obligation in the professional contract is personal and cannot be executed by anyone other than the player. Moreover, they consider that the player is not subject to the authority or subordination characteristic of an employment contract, as he retains a certain degree of freedom in performing his work. The "Tribunal du Caen" civil court affirmed this view, considering the professional player to be an independent artist whose practice of the game aims to highlight the importance of sports for the body and to showcase his personal abilities and talents (Menmani, 2017). The French Court of Cassation, in its ruling issued on 30/04/1947, stated that a professional football player is not considered subordinate to the contracting club because, although the player accepts to adhere to the rules of the game and the team's regulations, he still retains, during

the game, the freedom and independence the nature of the sport requires. This indicates the absence of a relationship of subordination between him and the club itself. Consequently, the club does not bear vicarious liability for a player's wrongful act committed during a match that causes harm to a player on the opposing team. Moreover, the French Social Security Authority used to deny professional players access to the social insurance system available to workers, claiming that the contract binding the professional player to the club was not an employment contract but a contract for services, because the player practices independently and freely for his personal satisfaction and to display his abilities, talents, and unique capabilities, thus working independently (Chami, 2023).

2. The Sports Professionalism Contract as an Employment Contract:

In contrast, another legal and judicial opinion holds that a sports professionalism contract is, in essence, an employment contract. Supporters of this view argue that considering it a service contract ignores the reality of the existing relationship between the club and the professional player, which is characterized by a relationship of subordination—one of the most important elements required to designate a sports professionalism contract as an employment contract.

French courts later recognized the existence of supervisory and directive authority exercised by the club over the player, considering this evidence of a subordinate relationship between the two. In 1947, the French Court of Cassation issued a ruling stating that "the mere fact that the professional player is subject to the rules of the game and the team's system means that he loses his freedom and independence with respect to the sports club; thus, he is in a state of subordination to the club, which holds the right to direct and supervise him." This argument was reaffirmed in another ruling by the same French court in 2011, where the court rejected an appellate decision that considered the player's contract to be merely an amateur contract. The Court of Cassation concluded

that the conditions required for an employment contract—namely, salary, subordination, duration, and work—were clearly present in the contract between the player and the club, despite the unique nature of sports activities (Menmani, 2017).

The sports regulations governing professional sports have supported this position, with some explicitly stating that a professional football player's contract is an employment contract, and others alluding to this implicitly. Article 02 of the FIFA regulations states, "A professional is a player who has a written contract with his club and is paid more for his footballing activity than the expenses he effectively incurs for the sake of football..."

3. The Stance of Algerian Legislators and the Judiciary on the Classification of Professional Sports Contracts:

We can distinguish between two phases in the Algerian legislator's position; before and after the enactment of Law 13/05 of 2013, relating to the organization of physical and sports activities.

- Article 58 of Law 13/05 considers a contract a sports contract if it is concluded between an athlete and a licensed professional club. The Civil Code defines a contract as "an agreement by which one or more persons undertake to grant or to do or not do something."

- Article 549 of the Algerian Civil Code defines a contract for services (contracting) as "an agreement between two parties, the contractor and the employer—where the contractor undertakes to make something or perform a certain task in favor of the employer in return for payment. The essence of a contract for services is that the contractor performs the work independently, not under the supervision or direction of the employer. This is what distinguishes a services contract from an employment contract." Before 2013, the Algerian judiciary leaned towards classifying professional sports contracts as contracts for

services. This distinction is evidenced by the decision of the Supreme Court of Algeria dated 22/09/2011, which considered the contract between a professional player and a club to be a service contract. We summarize the case's facts as follows: A professional football player signed a contract with a professional sports club (Mouloudia Shabab El Eulma), committing to play for the team for a fixed period in exchange for a signing bonus and a monthly salary. However, the player was surprised by his dismissal from the club, which led to the termination of the contract. The court in El Eulma ruled that it lacked jurisdiction over the matter, a judgment that was upheld by the Sétif Court of Appeal. The case was then appealed before the Supreme Court, which held that the dispute was civil in nature and that the competent authority was the Civil Chamber. Both employment and service contracts involve work, but the difference lies in the worker's subordination to the employer's management and supervision; the contractor operates independently, just as a professional athlete practices their activity autonomously. The court determined that the relationship between the athlete and the club constituted a service provision rather than employment, owing to the lack of subordination and the contract's emphasis on personal considerations. This approach was mainly due to the lack of explicit provisions regulating sports professionalism during this period.

- Legislation gradually began to recognize professional contracts as employment contracts after the enactment of Law No. 13/05 concerning the organization and development of physical and sports activities.
- Article 79 of Law No. 13/05 states: "The professional sports club aims, in particular, to enhance its economic and athletic competitiveness, as well as that of its athletes, through participation in paid sports events and competitions, and through the employment of managers and athletes for a salary." Executive Decree No. 15-73, which sets out the applicable regulations for sports clubs,

reinforces this meaning (Chami, 2023). This was further confirmed by the Supreme Court of Algeria's decision dated 09/07/2008, which considered the contract between the player and the club an employment contract and stated that any dispute regarding its execution is a labor dispute to be judged by the social court, whose composition differs from that of the civil court.

The court based its opinion on the salary and subordination criteria defined in Labor Law 90/11, namely:

1. **Work:** The physical or technical effort provided by the player based on the instructions and orders of the employer.
2. **Salary:** A fundamental element of an employment contract, as it is a reciprocal contract (each party receives something in return for what they offer). According to Article 08 of the Algerian Professional Football Law, "A professional is any player ... who receives an allowance that exceeds the actual expenses incurred while practicing this activity..." (Saqqar and Bkheiti 2023)
3. **Subordination:** The relationship of subordination between professional athletes and sports clubs appears in both economic and legal senses. Economically, it is represented by the player's reliance on the club's salary; legally, it is represented by the club's authority to supervise and direct professional athletes. A professional sports contract meets all these conditions.
4. **Duration:** Article (21/1) of the Algerian Professional Football Law specifies, "A professional player's contract is drafted for at least one season and at most five seasons." Additionally, Article 07 of the Algerian Professional Football Championship Regulation (2015-2016 season) classifies the professional contract as an employment contract, stating, "Any player with a written employment contract with the club who receives compensation for practicing his football profession is a professional player." These texts make it evident that the acquisition of professional athlete status requires the player to practice their

activity under the supervision and direction of a licensed professional club and to receive regular pay in return for dedicating their activity to that club. Thus, recent legislative and judicial trends in Algeria have classified professional sports contracts as employment contracts rather than merely contracts for services, while considering the professional particularities of sports activities.

The Effects of Professional Sports Contracts:

Once a contract is validly established, it becomes binding on both parties. As a professional contract is a bilateral contract, it creates obligations for both parties: the professional athlete and the professional sports club.

1. Obligations of the Professional Athlete:

Professional sports clubs are subject to a set of obligations, including the following:

Performing athletic work is the main obligation of professional players. The subject of the professional sports contract is the player's practice of their athletic activity for the benefit of the club with which they have contracted. This includes participation in official and friendly matches and attending training sessions organized in preparation for these matches. In general, players must respond to every call made by the club at the time and place specified by the club. This is affirmed in Article 06 of the standard Algerian professional player's contract, which obligates the player to participate in all gatherings, training camps, and all friendly and official competitions required by the club. Professional players, as employees, are also required to personally perform the agreed work, given that they are considered essential persons by the contracting club. Therefore, they may not delegate this obligation to someone else. The player must carry out his duties towards the club in good faith, in accordance with the general principle of Algerian civil law, which requires that contracts be performed in good faith (Article 107, Algerian Civil Code). As a consequence of this good faith principle,

the professional player is required to exert their maximum effort and ability in all matches and competitions played in the club's name, offer their best expertise and technical and tactical skills, and work collectively with their teammates in the pursuit of victory (Baghdad , 2022). Furthermore, the principle of good faith obliges professional players to act with integrity in athletic performance according to established regulations and rules. He must refrain from all forms of cheating or violence or any conduct that could harm the club's reputation, honor, or interests. He is also prohibited from influencing the outcome of sports events through bribery or any other unlawful incentives and must respect the duty of confidentiality; the player is not permitted to disclose any technical or tactical information related to the team, whether to the media or to the opposing team, including the starting lineup or match tactics, as these are considered professional secrets of the club. Professional players are also required to comply with all orders and instructions issued by the club, based on the subordinate-superior relationship with the club, which necessitates adherence to administrative and technical directives issued by competent bodies, whether administrative or technical, especially by the coach (Ben Al-Arabi et al ., 2021). In general, professional players must devote themselves fully to the sport as their primary occupation, which is their sole source of income. Professional players must also uphold ethical values and sportsmanship, as they have become role models for many viewers around the world (Articles 66/67 of Law No. 13/05). According to the regulations and laws issued by the International Federation of Football Associations (FIFA), which acts as the hierarchical authority for national football associations and whose rulings are binding on all sports associations it organizes, including the Algerian National Football Association, certain specific obligations are imposed on professional football players by the nature of the sport, including the following:

- Professional players are obliged to maintain their physical fitness and general health and not expose themselves to any risk, as signing the professional contract is considered an acknowledgment that they are free of illnesses or injuries that would prevent them from fulfilling their contractual obligations and that they possess the necessary physical and technical readiness.

-The professional player must inform the club of any injury that would prevent him from playing or limit his ability to perform his duties. In the case of a long-lasting injury, the player must provide a medical certificate to prove it and undergo any medical examinations required by the club.

- Players are required to adhere to a strict dietary regimen, consuming only foods approved by the nutritionist at specified meal times.

The player must comply with the schedules set by the club for sleep, rest, and training, which may change depending on the nature of the matches or national, continental, or international championships in which the club participates.

- The player is required to reside in accommodation specified by the club and may not travel outside the club's location without prior written approval.

- The player must not make any press or media statements without prior permission from club officials, and such statements must not harm the club's interests or its reputation. In addition, the professional player is obligated to participate in national and continental matches and competitions in which the club is involved. This is considered one of his most essential obligations, and from a legal standpoint, it is an obligation to achieve specific results.

- The professional player's receipt of his monthly salary obligates him to immediately respond to every summons issued by the club and comply with instructions issued in accordance with regulations. Any unauthorized or unjustified absence is considered a violation, warranting a penalty.

- It is worth noting that the obligations placed on the professional player are obligations to achieve a result, not merely to exercise diligence; the player must achieve the intended goal of the obligation, or else he is subject to penalties unless he can prove there was an external cause unrelated to him, such as illness or injury, that prevented him from fulfilling the obligation. (Maafi, 2021).
- It should also be noted that if the professional player breaches his obligations, the sports club may impose disciplinary sanctions commensurate with the nature of the violation, such as warnings, deductions from wages, or suspension from work. Sporting penalties or sanctions may also be imposed, for example, suspension for doping offenses, as stated in Article 189 of Law No. 13/05, or exclusion for serious misconduct and assault on officials and club presidents, especially if it causes serious harm (Articles 189-194 of Law 13/05).

2. Obligations of Sports Clubs:

Obligation to Pay Wages: This is the primary obligation that falls on the club, which achieves the fundamental goal sought by the professional player, as wages represent the player's main—if not only—source of livelihood. The player performs their sports work in exchange for a fixed wage received from the sports club. This is stipulated in Article 80 of Law 90-11 relating to labor relations and Article 08 of the Algerian Professional Football Law, which states, "Football is practiced as a profession, and the player receives an allowance that exceeds the actual costs incurred during the exercise of this activity. This amount includes professional bonuses (*les bonus*), the monthly salary (*le salaire*), and possible premiums (*les primes*).\" (Menmani and Barakat, 2019). Article 24, paragraph 4 of the Algerian Professional Football Championship Law also provides that if the club does not pay the professional player's salary for five days, the player may bring the dispute before the Global Judicial Council of the National Football Committee. Additionally, the club is obligated to pay the player his wage at the

time and place specified in the contract and on the agreed-upon date, as this is of utmost importance to professional players.

Mandatory Insurance for Professional Athletes: The occurrence of damage during sports activities is highly foreseeable; therefore, professional sports clubs are obliged to enter into insurance contracts for professional players to cover liability and damages (such as sports injuries). This is stipulated in Article 172 of Ordinance No. 95-07 dated November 25, 1995, concerning insurance, which states, "Associations, leagues, federations, and sports gatherings whose aim is to prepare and organize sports competitions are subject to compulsory insurance to cover the financial consequences of their civil liability toward third parties." This was confirmed by Article 03 of Executive Decree No. 15-73, which sets provisions applicable to professional sports clubs. Article 34, paragraph 1, of the Algerian Professional Football Law also states, "The club is required to subscribe to a civil liability insurance contract for all its members (managers, supervisors, technicians, medical staff, as well as players...)." (Menmani and Barkat, 2019). Additionally, Article 64 of Law No. 13-05 provides that "athletes and sports administration staff are insured against the risks of accidents that occur before, during, and after national and international sports training and competitions."

Secondary Obligations of Professional Sports Clubs:

- The club is required, immediately upon signing the professional contract, to request the sports federation to register the player as one of the club's professional players.
- The club is obliged to provide everything that helps the professional player to raise his level, such as:
 - Sports equipment, tools, and fields.
 - Fully equipped gyms to improve physical fitness.

Highly qualified coaches, specialized administrators, and medical and psychological staff.

The club commits to providing suitable food and accommodation for the player, in addition to comprehensive medical care, that is, regular medical check-ups and health insurance covering ordinary treatment and mandatory periodic examinations for the player (Ben AL-Arabi 2021).

- (Article 2) of Executive Decree No. 06-264 on sports companies also stipulates the club's obligation to

Participated in national and international competitions.

- Organize paid events.
- Establish, operate, manage, and maintain the club's facilities and properties.

Grants salaries to athletes.

- Advertisements, promotions, and sponsorships to increase financial resources.

It is worth noting that the sports club, as a party to the professional contract, is obliged to fulfill the obligations imposed by the contract; otherwise, it is subject to penalties prescribed by the general rules governing the contract.

The club may also face penalties imposed by the sports federation, as it is the primary authority responsible for sports affairs (Maafi, 2021).

Expiration of the Professional Sports Contract

1. Expiration of the professional sports contract before its due term :

A professional player contract is a fixed-term contract in which the player agrees to perform the agreed-upon work during the period specified in the contract. However, this contract may be terminated before the specified term for contractual reasons, the unilateral will of one of the contracting parties, or unforeseen circumstances beyond both parties' control.

a. Early termination of the contract: Fixed-term contracts can be terminated before their expiration in exceptional cases, which has been addressed in various legislations under the title "termination of the contract by unilateral will" or due to emergency situations that render the fulfillment of the obligation impossible.

b. Force majeure reasons for early termination: Article (127) of the Algerian Civil Code stipulates that if a person proves that the damage resulted from a cause unrelated to them, such as a sudden incident, force majeure, or a fault committed by the victim or a third party, then they shall not be required to pay compensation, unless a legal provision or an agreement states otherwise.

c. Case of force majeure: Force majeure is considered one of the reasons that lead to the impossibility of fulfilling the obligation for the employee or employer. It is any sudden incident or unexpected circumstance that cannot be foreseen or prevented, resulting in the impossibility of carrying out the agreed-upon work.

The essence of force majeure is the absolute impossibility of executing the contract, whether by the professional player or the club, due to an unexpected event that cannot be avoided or its consequences mitigated. This event must be beyond the control of both parties, meaning it was unforeseeable when the contract was concluded, and no procedures could have prevented or limited its impact.

- Cases of force majeure usually include natural disasters such as earthquakes, floods, and fires or general emergency conditions such as wars. They may also include specific incidents that make it impossible to fulfill the obligation, such as the death of the player or a serious injury preventing them from engaging in the agreed-upon sporting activity.

2. Gross Misconduct:

Article 73 of amended Law No. 91-29 stipulates that "Gross misconduct is any act committed by the worker during the performance of their duties that may

cause serious damage to the institution and results in disciplinary sanctions that may lead to dismissal without the need to grant prior leave or bonuses."

Termination of Professional Sports Contracts by Unilateral Will:

This is stipulated in Article 119 of the Algerian Civil Code.

1. The club or sports federation can unilaterally terminate the contract :

The club or sports federation may, by its unilateral will, terminate the professional contract of the athlete in cases where the player's breach of contractual obligations is proven, if they commit actions that harm sporting honor or the interests of the club, or if the player is afflicted with permanent disability. Article 121 of the Algerian Civil Code grants the federation this right due to its responsibility for the contract.

2. Termination of the contract by the unilateral will of the professional player

A professional player is not entitled to unilaterally terminate the contract before its expiration unless the contract explicitly provides for that or both parties agree on the possibility of termination under specific circumstances. Such termination must occur in accordance with the principles of fairness and balance between rights and obligations. The player who terminates the contract faces the following consequences:

The player assumes the legal and financial consequences resulting from terminating the contract before its due date, including the possibility of compensating for any damages that may be caused to the club or federation.

- If the contract is terminated without legal basis or prior agreement, the club may file a claim seeking compensation for material and moral damages suffered as a result of the sudden cessation of contractual obligations. (Maafi , 2021).

Expiry of the Contract Due to the Lapse of Its Term:

1. The contract ends upon the expiration of its term:

Professional sports contracts, like other fixed-term contracts, end upon completion of the term specified within or at the end of the sports season if stipulated in the contract. Given the high salaries of professional players, they prefer to contract with sports clubs for no more than two or three sporting seasons to preserve their right to negotiate a salary increase upon renewal or extension of the contract or to transfer to another club that offers a higher salary. (Menmani and Barakat, 2019).

2. Termination of the professional sports contract upon completion of the agreed-upon work:

If a contract is concluded for the completion of a specific task, it expires upon the completion of that task. However, nothing prevents the parties from renewing the contract after they have completed the required work to perform other tasks. Such renewal may be explicit or implicit, and implicit renewal is inferred by the continued performance of the contract by both parties after the completion of the agreed-upon work. (Maafi, 2021).

Conclusion:

It becomes clear from Studying the professional sports contract in the Algerian context shows that this contract forms the cornerstone in organizing the relationship between the professional player and the sports club, as it serves as a legal framework aimed at regulating rights and obligations and enabling sports to transition to a more professional and organized stage. However, this transition still faces several difficulties related to the legal classification of the contract, given its unique nature that combines the characteristics of employment contracts and special civil contracts. This creates discrepancies in determining the competent authority to handle disputes arising from it and in the application of mutual obligations between the two parties. The study has shown that the

legal obligations imposed on the player and the club, despite being clearly stated in the texts and regulations, often remain improperly enforced due to weak administrative professionalism within clubs, insufficient legal expertise, the ambiguity of some legislative provisions, and the lack of a fully professional environment in sports. This results in a high number of disputes, especially those related to wages, breaches of professional duties, and the unlawful termination of contracts. Accordingly, advancing the professional sports system in Algeria requires enhancing the clarity of contract legal classification.

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