



The Sports Training Contract from a Legal Perspective: An Analytical Study in Algerian Legislation

عقد التدريب الرياضي من الناحية القانونية : دراسة تحليلية في التشريع الجزائري

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Abstract:

Abstract : With the profound transformations experienced by modern sports and the increasing role of the coach as a key party in developing athletes and achieving results, the need has arisen for a special legal contract that defines the relationship between this coach and sports institutions. However, the particular nature of sports activity raises the issue of understanding the legal classification of this contract as well as identifying its characteristics in Algerian legislation. The analytical method was adopted, where various legal texts in Algerian legislation, such as the Civil Code and the Sports Law, were analyzed.

Keywords: contract, employment contract, sports training, coach

Introduction:

The sports training contract forms a legal framework in Algerian legislation, blending civil law rules with sports activity requirements. The sports training contract is defined as "a contract concluded between the coach and the sports club, in which the club undertakes the training process according to a specific mechanism and specified work in exchange for an agreed financial remuneration." From this standpoint, the sports training contract reflects the legislator's intention to regulate the contractual relationship between the coach and the sports club, as stipulated in Law No. (13/05) related to the organization and development of physical and sports activities. In this context, sporting activity focused on a particular game serves as a means to achieve a goal that all participants strive to reach within the framework of sports competition (Rouini & Kaheel, 2022). Accordingly, the sports training contract is regarded as an innominate contract (Contrat nommé) in civil law, which distinguishes it from ordinary employment contracts. This raises a fundamental issue: What is the legal classification of a sports training contract? What are its characteristics?

1. The Concept of the Sports Training Contract and Its Characteristics

The sports training contract is considered one of the consensual sports contracts in which the offer is linked to acceptance. To determine the nature of the sports training contract, it is necessary to first examine the concept of sports training and the concept of the sports contract, given that the sports training contract is a form of the sports contract.

1.1 Definition of Sports Training

Many scholars have defined the meaning and concept of sports training. The German scholar "Hara" defined it as "a special, organized process of comprehensive, balanced physical education aimed at enabling the individual to reach the highest possible level in the chosen type of sports activity." Meanwhile, the Soviet scholar "Matveev" described it as "the preparation of the athlete in terms of functional, technical, tactical, mental, psychological, and moral aspects through practicing physical exercises" (Allawi, 1990). In the same context, sports training is also defined as "a set of laws and regulations aimed at preparing the individual to achieve a high level of accomplishment through the comprehensive preparation of all functional systems, ensuring a proper standard in terms of the athlete's lifestyle and general physical health. Furthermore, neural and muscular coordination improves, the learning of movement patterns is facilitated, and the individual's productivity increases" (Nawasriyyah, 2014). Sports training has become a science with broad foundations and principles. It encompasses all educational and developmental processes aimed at nurturing and preparing athletes and sports teams through planning and practical field leadership, with the goal of achieving the highest possible levels and results in specialized sports and maintaining them for the longest possible period (Malik, 2022).

1.2 Definition of Sports Coach

The presence of a qualified expert, known as a sports coach, is essential for conducting any sports training. A sports coach is described as "the person in charge of planning, directing,

and organizing the steps involved in training processes and providing guidance to athletes during competitions" (Nawasria, 2014). Additionally, he is characterized as "an educational figure who takes on a leadership role in the education and training process, directly influencing the comprehensive and balanced development of the athlete's personality" (Malek, 2022).

1.3 Definition of the Sports Contract

The definition of the sports contract is based on several criteria adopted in civil law. These include the personal criterion, which considers a contract as a sports contract if it is concluded by a sports person, whether natural or legal; and the objective criterion, which regards the contract as a sports contract if its subject involves sports work, whether a sports game or activity related to a sports purpose (Malek, 2022). There is also the mixed criterion, which is the most appropriate for determining the nature of the sports contract, as it combines the previous two criteria. Accordingly, the sports contract is "an agreement between two parties, namely the athlete and the organizing body for the sports activity (a sports club or an amateur sports association), whereby the first party (the athlete) commits to participating in sports games, while the second party (the sports club) commits to paying a specified wage and providing all training and participation requirements" (Laaban, 2025a). Alternatively, it is "a contract whereby a sports person undertakes to perform a sports task for another sports person, in order to achieve the main sports objective for which the contract was concluded" (Al-Tikriti & Al-Ahmad, 1988).

1.4 The Sports Training Contract

In general, a contract is an important legal act, and it is defined in Article 54 of the Civil Code as "an agreement by which one or more persons undertake, towards one or more other persons, to give, to do, or to refrain from doing something." The sports training contract has not been defined in the Algerian Civil Code, nor in the civil laws of Arab countries, nor even in French law, and its definition is also absent from academic books and jurisprudential works (Al-Jaf, 2009; Allawi, 1990). As a result, its definition has come to rely on it being considered a form of the sports contract. Based on this perspective, we can say that "the sports training contract is a contract concluded between the coach and the sports club, in which the club commits to the training process according to a specified mechanism and specific work in return for an agreed financial remuneration." Or it is "a contract whereby one party undertakes to use his expertise and competence in a certain field, in return for a specified fee that the other party agrees to pay." The sports training contract can take one of these forms: either it is concluded between an athlete and a sports coach, or between a club and a sports coach to train the athletes affiliated with the club (Malek, 2022; Bafdal & Abbassa, 2018). Achieving results, winning titles, and improving athletic performance have become the demands of every athlete, whether amateur or professional, which has increased the role of the coach. The urgent need for a coach has become essential for the success of any sports activity, whether individual or team-based, considering that the coach is a key party in developing athletes and realizing results. According to Executive Decree No. (06/297), which sets the basic law for coaches, and as specified in Article 02, "Coaches are

defined as all qualified individuals who ensure the supervision and practice of a sports specialty, the education of the athlete or a group of athletes, and their preparation and training for participation in sports competitions and achieving athletic performances" (Executive Decree No. 06-297 of 2 September 2006).

The above-mentioned decree, in Article 04, specifies the tasks of the coach, which are summarized as follows:

- Supervising and accompanying the athlete or the group of athletes under their care during sports competitions
- Accompanying the athlete or the group of athletes during travels related to training camps and competitions
- Ensuring the preparation, training, and education of the athlete or the group of athletes in their charge
- Applying criteria for identifying, selecting, and guiding young sports talents
- Participating in the training of sports supervisory staff
- Proposing any rewards or sanctions concerning the athletes that they deem justified to the club management or the sports structure
- Giving opinions regarding any hiring or transfer of athletes or groups of athletes under their care
- Ensuring the provision of sports training tailored to various age groups, especially the preparation, development, and training of young talented athletes and top-level athletes
- Proposing any support or assistance for the athlete in their preparation abroad

Article 59 of Law No. (13/05) included coaches among sports supervisory staff, alongside technical coaches, administrators and managers, sports doctors, and paramedical personnel (Law No. 13/05 of 23 July 2013).

1.4 Characteristics of the Sports Training Contract

As is well known, every contract has characteristics that distinguish it from other types of contracts, and the sports training contract has certain features, which we will clarify here (Laaban, 2025a; Malek, 2022):

The training contract is a consensual contract: As a general rule, it is concluded by the concurrence of offer and acceptance together (Laaban, 2025a), and this agreement is mutual. The writing, registration, and publication adopted by some clubs are requirements for proving the contract, not for its validity, unless the law stipulates the necessity of registration, in which case writing and registering the contract become required for its validity, thereby making it a formal contract.

The training contract is a bilateral obligatory contract: The contract concluded between a club and a coach for participating in a specific sports championship is binding on both parties---the club must pay the salary, and the coach must exert mental and physical effort and follow the club's directives.

The training contract is a contract of exchange: The training contract is one of the exchange or reciprocal contracts in which each party receives something in return for what they provide. The coach receives salary and wages in return for their effort, and the club pays the wages in exchange for receiving the coach's efforts (Laaban, 2025).

The sports training contract is of continuous performance: Duration is a fundamental element in most of its forms, especially the employment contract of a professional coach. The trainee cannot acquire the desired expertise and competence immediately upon the contract's conclusion; rather, they gain it over time and through ongoing training with the sports coach, who is committed to transferring their experience to the trainee over a specific, agreed-upon period.

The training contract is based on personal consideration: Personal consideration refers to the individuality associated with the contracting party, meaning that the identity of one of the parties is considered a key element in a sports training contract. The absence of one party affects the conclusion of the contract. For example, contracts signed by a famous football coach such as Guardiola with professional sports clubs are considered highly personalized, as the coach's reputation carries significant importance in such contracts.

Owing to its distinctive nature, the sports training contract is characterized by additional features specified in Articles 22-23-24 of Executive Decree No. (06/297), which are as follows (Executive Decree No. 06-297 of 2 September 2006):

- The training contract is a fixed-term employment contract, distinguishing it from other traditional employment contracts that can be concluded for an indefinite period (CDI), in accordance with Article 12 of Law No. (90/11) concerning labor relations (Law No. 90/11 of 21 April 1990).
- The sports training contract is a formal contract that cannot be proven by mere mutual consent; it is subject to a specific formality, namely, the requirement to submit and have it ratified by the relevant sports federation. Without this ratification, the contract is considered void, contrary to employment contracts, which are not subject to any particular form or approval.
- The sports training contract must be in writing: It is inconceivable to have an unwritten or oral coaching contract, as it cannot be submitted or registered. (It is worth noting that, in 2016, the Algerian Football Federation adopted a model contract for coaching, Contrat type).

The Legal Characterization of the Sports Training Contract

The specific nature of sports activities poses a doctrinal issue concerning the legal characterization of the sports training contract. Is this contract considered an employment contract in the traditional sense, and thus subject to the rules and provisions governing such contracts, or is it a contract for services (contracting agreement), or is it a contract of a special nature?

2.1 The Sports Training Contract as an Employment Contract

Algerian law, like French law, does not define the employment contract but merely sets out regulatory provisions governing the employment relationship. In the absence of a legal

definition, we refer to the prevailing definition, which states that it is "an agreement between an employer and a worker, under which the worker undertakes to perform work or provide a service under the employer's supervision in return for compensation" (Laaban, 2025).

Therefore, the sports training contract may be considered an employment contract as both involve the performance of work by one party, with the other obligated to provide remuneration. Accordingly, the sports training contract is regarded as an employment contract due to the presence of work, remuneration, and subordination, as the coach is subject to the authority and supervision of the club or sports organization as the employing entity.

2.2 The Sports Training Contract as a Contracting Agreement (Services)

A sports contract can be considered a type of contract for services (contract for services), in which two parties commit under this agreement, one of them being the contractor, to perform a specified task or create something in return for payment made by the other party, the employer (Rouini & Kahil, 2022). Article 549 of the Algerian Civil Code defines a contract for services as "an agreement between two parties, the contractor and the employer, in which the contractor undertakes to make something or perform a specific task for the employer in exchange for payment. This contract is characterized by the contractor carrying out the work independently, without being subject to the direct supervision or instructions of the employer, which distinguishes it from the employment contract" (Labaan, 2025). From this definition, it is clear that both the sports training contract and the contract for services are based on the commitment of one party to carry out a specific task in exchange for payment. For example, a sports coach commits to preparing a training program for a certain period or rehabilitating an athlete after an injury and receives payment for achieving an agreed-upon result while maintaining legal independence. However, the sports training contract differs from the contract for services in the nature of the obligation; the coach is most often obliged to make an effort rather than to guarantee a certain result, as the success of the training process depends on multiple factors that may be beyond their control (Furat, 2009). In contrast, the contractor is usually obliged to achieve a specific result, not merely to make an effort. Therefore, it can be said that the sports training contract combines elements of both the employment contract and the services contract (*muqawala*), but is characterized by special provisions derived from sports legislation, which considers the unique nature and requirements of sporting activities.

2.3 The Position of Algerian Legislation on the Legal Classification of the Sports Training Contract

The Algerian legislator has definitively resolved the issue of the legal classification of the sports training contract in the provisions (Articles 22-23) of Executive Decree (06/297). The second paragraph of Article 22 considers the training contract to be a fixed-term employment contract (CDD) executed in accordance with the provisions of Law (90-11) dated 21/04/1990, relating to labor relations (Executive Decree No. 06-297 of 2 September 2006; Law No. 90/11 of 21 April 1990).

The third paragraph of Article 22 stipulates that the sports training contract must be filed with the relevant sports federation, and without this procedure, it remains without effect.

Article 23 of Executive Decree (06-297) also stipulates that the employment contract of the coach, under penalty of nullity, must include (Executive Decree No. 06-297 of 2 September 2006):

- The subject of the contract and the expected results
- The rights and obligations of the coach
- The duration and reason for the contract
- The organization of working hours and holidays
- Financial provisions, salaries, and compensations
- Methods for reviewing and terminating the contract
- Entry into force and the end of the contract

With regard to disputes, relating to individual labor disputes, this decree introduced arbitration procedures as an alternative after the failure of conciliation procedures at the level of the relevant federation or league, according to Article 23 of Executive Decree No. (06-297).

2.4 Parties to the Sports Training Contract

It can be said that the training contract is most often concluded between the coach and the sports club or the collective sports structure, and therefore, the main parties in the sports training contract are: the coach, the sports club, and the collective sports structure. However, in practice, the athlete (player) can be a party to the contract in some individual sports, at the elite or high-performance level, such as in swimming or athletics, where the athlete contracts directly with the coach (Bafdal & Abbassa, 2018). Furthermore, the national sports federation can be a direct party to the sports training contract if it concerns a national team coach.

2.4.1 The Coach as a Party to the Sports Training Contract

The coach must have the legal capacity to conclude the contract, such as meeting the age requirement and that his will shall be free of apparent defects such as insanity or coercion, in accordance with the rules set out in the Civil Code. However, the law also requires a specific capacity concerning the coach's qualification to carry out the training of the sports clubs with which he contracts. Competence, scientific, technical, and professional qualifications are what qualify the coach to practice the profession of coaching, according to Article 16 of Executive Decree No. (06-297), which states: "No one may exercise the functions of a coach unless he holds certificates and achievements granted by the relevant federations or leagues" (Executive Decree No. 06-297 of 2 September 2006).

2.4.2 The Sports Club as a Party to the Sports Training Contract

Article 72 of Law No. (13-05) states that the sports club is the grassroots structure of the sports movement that ensures the development and improvement of the athlete's level in order to achieve sporting performance. A club may be a single-sport club or a multi-sport

club, and the same article divides sports clubs into two types: amateur and professional (Law No. 13/05 of 23 July 2013). The amateur club, according to Article 75 of Law No. (13-05), is a non-profit sports association that operates in accordance with associations law, enjoys legal personality, legal capacity, and has a president who represents it in concluding contracts. As for the professional sports club, according to Article 78 of Law No. (13-05), it is a commercial company with sporting objectives, governed by commercial law, and enjoys independent financial capacity, legal personality, and is represented by a manager in the conclusion of contracts.

2.4.3 The Collective Sports Structure as a Party to the Sports Training Contract

The Algerian legislator referred in Executive Decree No. (06-297), particularly regarding the rights and duties of the coach, to the communal sports structure without defining or specifying its concept. This leads us to say that he intended to open the door for associations and sports structures that do not take the form of clubs and are usually at basic local sports levels such as municipalities. However, these structures must be organized and remain within the framework of competitive sports, and the legislator granted the right for this structure to contract with coaches to achieve sports results and performances.

2.4.4 The Athlete (Player) as a Party in the Training Contract

Article 58 of Law No. (13-05) defines the athlete as "every practitioner medically recognized for sports practice and legally licensed within a sports club or a sports association" (Law No. 13/05 of 23 July 2013).

We do not mean by the athlete party to the contract the one benefiting from training services in his club, but rather the elite and high-level athletes in individual sports who contract with coaches to improve their performance for participation in international and high-level sports competitions and setting records.

2.5 Elements of the Sports Training Contract

According to the general rules governing contracts under civil law, the sports training contract has three elements, with an additional formal element:

- **Consent:** Agreement of offer and acceptance between the parties to the sports training contract, generally the coach and the sports club or communal sports structure.
- **Subject:** The type of sport intended to be trained and taught to the athlete or group of athletes within a competitive sports activity according to the program agreed upon in the contract. The Algerian legislator categorizes physical and sports activities according to their nature into individual, group, competitive, and non-competitive.
- **Purpose:** The goal each party seeks to achieve through the training contract (Bafdal & Abbassa, 2018). The purpose for the coach is to receive remuneration, which is the financial compensation for the intellectual and physical effort exerted by him, while

for the club it is to achieve and improve sports performances, achieve results, and win titles and championships.

Added to these elements is another element which many jurists consider to be an element of contract if required by law, and considering that Executive Decree No. (06-297) "requires registering and depositing the training contract with the federation, as well as requiring it to be written, thus forming another element, the formal element in the sports training contract" (Executive Decree No. 06-297 of 2 September 2006).

3. Researcher's View

This study presents a critical perspective on sports coaching contracts within the framework of Algerian legislation, focusing on the contract's legal characteristics and classification. It offers a comprehensive overview of the legal, civil, and sports-related aspects of the contract between the coach and the sports club, highlighting its unique position in Algerian civil law and its hybrid nature, which combines features of employment contracts and service agreements. From the researcher's perspective, this analytical and critical study seeks to shed light on a highly important area that is often overlooked in sports law, addressing the coach's role, contract terms, and broader implications for athletes and sports organizations. The analysis is based on legal texts and is supported by references to both Algerian civil and sports law, thereby enhancing its importance and applicability of the findings. It also addresses the practical aspects of how such contracts operate in real-world scenarios. This study highlights the challenge of distinguishing between sports coaching and general employment contracts within the context of Algerian legal principles. Overall, this research is of great value to legal scholars, sports club managers, coaches, and policymakers interested in the intersection of law and sports, as it offers insights into how contracts can be structured and applied within Algerian law. This is also highly relevant for further academic studies and practical applications in the legal management of sports contracts.

4. Conclusions and suggestions

In conclusion, we find that the sports training contract in its legal dimension is one of the unnamed contracts in the Algerian civil law, not a formal agreement organizing the relationship between two parties. This contract is of a special nature making it an independent contract subject to a mix of civil law, as well as labor law and special provisions found in international and national sports regulations. It derives characteristics from employment contracts to be considered a fixed-term employment contract, unlike employment contracts stipulated in Law No. (90/11) which can be concluded for an indefinite period (Law No. 90/11 of 21 April 1990). In this way, it combines the civil nature with a contractual character and the special nature associated with the specificity and necessities of sports activities to form a hybrid legal model balancing the rights of contractors and achieving the public interest in developing the sports field. The coach must have the legal capacity to enter into the contract, such as age conditions and the absence of apparent flaws such as insanity and coercion per the rules contained in civil law. However, the law also requires special eligibility relating to the competence of the coach to conduct

the training of sports clubs that have contracted with him. Competence and scientific, technical, and artistic qualifications qualify the coach to practice the coaching profession according to Article 16 of Executive Decree No. (06-297), which states that "No person can exercise coaching functions unless he has obtained certificates and licenses issued to him by the relevant federations or associations" (Executive Decree No. 06-297 of 2 September 2006)

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