

## Contract of Professional Football Player in the Jordanian Clubs

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*This study is conducted in accordance to the Jordanian Civil Law, the regulations of the Jordan Football Association "JFA", the regulations of status and transfer of players and the standard contract prepared by the JFA.*

### Abstract

Contract of professional football player is a sports civil contract, formal and of a limited term, binding to both parties, with remuneration, duly concluded between the football player and the sports club through stages. It sets up reciprocal and mutual obligations. An independent, special and stand-alone contract that is terminated and suspended in certain cases. When a dispute may arise between parties, the Players' Status Committee and the Jordan Martial Arbitration Court have the jurisdiction to settle them.

### Introduction

This study deals with the research, analysis and synthesis of the contract of professional football player in the Jordanian clubs, in accordance to the Civil Law and the regulations of the JFA and the regulations of status and transfer of players, the standard contract for the professionalism of football issued by the JFA.

**The importance of the study:** Despite the recent entry of the contract of the professional football player into the Jordanian sports system and the Jordanian football clubs, but it has spread widely and impressively. It is very important for many groups of society, especially clubs, players, the Football Association and its committees, the judges, coaches, commentators, sports analysts, professors and students of law and sports faculties to know the provisions of this contract. Despite its importance, it did not receive any care of research or study from the Jordanian jurisprudence.

**Objectives of the study:** This study aims to define the nature of contract, its terms, parties, characteristics, its legal nature, effects, termination and suspension, and the parties concerned with the disputes arising therefrom. It also aims to show the points of shortages and defects of its regulation in the civil law and bylaw of the JFA, and regulations of status and transfer of players, and the standard contract issued by the JFA, and provide solutions and recommendations thereon.

**The problem of the study:** The recent entry of the contract of the professional football player in the Jordanian sports system is associated with relative legislation and raises the question about the validity, accuracy and adequacy of this regulation, which prompted the researcher to engage in this subject to reach a satisfactory answer.

**Questions of the study:** What is the definition of the contract of professional football player, its stages, parties, characteristics, legal nature and effects? What is the concerned body responsible from solving the disputes arising from it?

**Study approach:** This study will be based on the analytical approach, which will present the legal and jurisprudential opinions related to this study and its analysis, to show its shortcomings and suggest relative recommendations.

**Study Plan:** This study is divided into two chapters and a conclusion. The first chapter is devoted to define the contract of professional football player. To understand the contract of professional football player, this chapter will be divided into four sections. In the first section the contract of the professional football player will be defined. The second section will show the stages of this contract. The third section will determine the parties of this contract. The fourth and final section will present the characteristics of this contract. The second chapter will present the provisions of the contract of professional football player. This chapter will be divided into four sections, the first section will deal with the legal nature of this contract, and the second section will present the effects of this contract. The third section will present the suspension and the termination of this contract. Finally the fourth section will include the competent body responsible for settling the disputes arising from this contract. The conclusion will present the results and recommendations of this research.

## First Chapter

### Nature of contract of professional football player

The definition of this contract, its stages and the identification of its parties together constitute the nature of this contract. For the purpose of giving each of these issues the relative significance of research and analysis, the researcher considers the allocation of a separate section for each of these sections as follows:

**First section:** Definition of professional football player contract.

**Second section:** the stages of the contract of professional football player.

**Third section:** the parties of the contract professional football player.

### First section

#### Definition of the contract of professional football player

The definition of the contract of professional football player requires defining the professionalism in this field because it is not logic to define the contract of professional football player without clarifying the purpose of professionalism in football especially that the idea of professionalism of football is old but it is considered new for the Jordanian football clubs<sup>1</sup>. As it was not known and practiced by the Jordanian football clubs and its players only after it was approved by the JFA, which was approved by the so-called "Status and transfer of players", issued under the regulations of the JFA<sup>2</sup>.

The professionalism in football was defined as: the practice of a football player the sport of football in a club to benefit him financially<sup>3</sup>. It is a sports activity that requires that a football player who practices the game of football become a profession that he exercises regularly and continuously in order to achieve a reliable financial return as a means of livelihood<sup>4</sup>. This professionalism must be achieved by the availability of elements of a football player and a sports club, and the continuation of the player in practicing football in that club under a contract between them; this will form a basic source of livelihood and president to him<sup>5</sup>.

Therefore, after defining the professionalism in football, it has become clear that the contract of professional football player, especially since this contract did not have any definition in the Jordanian Civil Code<sup>6</sup> or in the regulation of status and transfers of players related to the professionalism of Jordanian football club, despite the importance of this contract and its seriousness, and its spread and the association of many football players in the Jordanian clubs. We may say that it is rare to find a Jordanian professional football player, or a Jordanian football club that does not include a significant number of Jordanian football professionals and others, which should be considered a strong motive for the Jordanian legislator to define it, which urges the Jordanian judiciary has never defined this contract, since it is not competent in settling the disputes arising from it under the terms and conditions of the transfer of players. This limit the jurisdiction of resolving the disputes arising from the contract of professional football player to a committee, which is formed by the JFA<sup>7</sup>.

This contract was defined as: a legal tool linking the professional football player with the sports club<sup>8</sup>. It is an agreement between a professional football player and a sports club to practice football playing in this club regularly and continuously for a fee and other benefits<sup>9</sup>. It is the contract whereby a professional football player plays football in a club for financial rights<sup>10</sup>.

It is noted from the definitions of the contract of professional football player, its explicit reference to the parties of the contract and the scope of the contract and its goal. The researcher defines this contract as: (a written civil sport contract written for a period of time, concluded between a professional football player and a sports football club, according to which a football player practices the game of football in this club, and adhere

<sup>1</sup> Football began in the 19th century when the League of England issued a law in 1882 forbidding the payment of wages to players, but it lost the case in 1885. Professionalism became legitimate. The Jordanian football clubs became professional football and attracted professionals from Jordanian nationality campaign and others in 2012. See: Mohammed Bakir, Tayseer Mensi, and Walid Al-Asker, The Extent of Success of the Jordanian Experience in the Implementation of Professionalism in Football from the Perspective of the Rules of the Game, Research published in the Journal of Educational Sciences Studies, University of Jordan, Vol 41, No. 2, 2014, p729

<sup>2</sup> The researcher believes that the organization of football professionalism by the Jordanian Football Association and not by law is a mistake, but moreover it would have been better and more accurate if the football profession was regulated by special law or at least a system because the legal force of the law is higher, stronger and more prestigious, in addition to the importance, accuracy and seriousness of football professionalism. It is best if the Jordanian Football Federation replaced (status and transfer of players) with another name: because this proposed name does not really reflects the professionalism of football. Jordanian football clubs

<sup>3</sup> Mohammed Al-Ahmad, Al-Wajeez in Sports Contracts, Dar Al-Nahda Al-Arabiya, Cairo, 2005, p 14

<sup>4</sup> Samir Hassan, Sports Professionalism, Loyalty Library, Cairo, 2014, p. 27

<sup>5</sup> Tommy Sonia Mbarek, professional football player contract, Master of the University of Algiers, Institute of Physical Education, 2007, p. 58.

<sup>6</sup> Jordanian Civil Code No. 43 of 1976.

<sup>7</sup> The Committee is composed of a President, a Vice-Chairman and three members, which serves as an arbitral tribunal Special sports, see Article 47 of the statutes of the Jordanian Football Federation, The preamble to this system, which expressly provided for the solution of this special court regulator.

<sup>8</sup> Hilmi Jamal, Contracts of Professional Sports, Dar Al-Alam, Cairo, 2015, p. 58.

<sup>9</sup> Saad Abdel Fattah, football, Dar Al Shabab, Aswan, 2013, p. 172

<sup>10</sup> Akram Al-Hassanat, Contracts of Professional Sports, Without Publishing House, Amman, 2015, p 46

to its instructions and regulations for known fees).

## Second Section

### Stages of concluding the contract of professional football player

The stages of the concluding the contract of professional football player consist of:

1 - The association between offer and acceptance: The first phase of the contract of professional football player is the relation of the offer of one of the parties to the acceptance of the other party. The two parties of the contract, as will be seen later are the professional football player and the sports club. The offer may be issued by the football player and the acceptance will be issued by the sports club, or the offer may be issued by the sports club and the acceptance will be issued by the football player. Offer and acceptance are two terms that have traditionally been used to execute a contract. Any word that is issued first is an offer and the second is an acceptance, and the contract is held as a general principle when the offer is accepted<sup>1</sup>. For example, a football club may offer a professional footballer to play football in its club, here the club's offer is considered as the offer. If the player accepts this offer, his consent is accepted. Thus, the contract between the club and the player has been held, and the same case as the contract is held between them if the offer is issued by the football player and acceptance is issued by the sports club, the method is to link offer to acceptance regardless which body issued the offer or acceptance.

2 - The commitment of the professional football player and the sports club to the professional standard contract prepared by the JFA: The second phase of the contract of professional football player is that their agreement does not violate the professional standard contract prepared by the JFA, which shows the rights and obligations of the player and the sports club towards each other<sup>2</sup>.

Therefore, to consider the contract valid between the football player and the sports club, it is not enough to link the offer and acceptance, but the contract should not violate the terms of the standard contract prepared by the JFA, especially that it sets out the rights and obligations of the parties toward each other. In the opinion of the researcher that the approach of the Federation in this area is critical, as it did not define the standard contract for the professional contract of the football player, but on one hand it only issued the standard contract, and on the other hand it sets out the obligation of the parties not to violate in their contract on what is based in the standard contract prepared by it. This is considered as an attack on the freedom of contracting, it is the right of the parties of the contract to agree on what is in their interest and non-interference of the Federation in this matter as long as it does not violate the law, regulations or public morals. So it would be good if the Federation defined the standard contract, and did not have to force the sports club and the player to abide by the terms of the standard contract or at least make it a guide for them.

3. The sports club and the professional football player shall execute their agreement in writing: The third stage of the contract of the professional football player is to execute the contract in writing, especially since the Civil Law, the general law of contracts stipulates that the contract is held as soon as it is written<sup>3</sup>, as the Civil law's states that the contract is valid when it links the offer to acceptance taking into consideration that the contract shall be written in accordance with the standard contract prepared by the JFA<sup>4</sup>.

4 - Registration and ratification of the contract by the JFA. The final stage of the contract of professional football player is the registration of the professional contract concluded between the professional football player and the sports club in the JFA and the ratification of the Federation. Otherwise the contract is not legally binding to the parties before the judicial bodies of the Federation<sup>5</sup>. The researcher believes that the registration and ratification by the JFA is a specific situation that was stated by law for the formation of the contract<sup>6</sup>.

## Third section

### The parties to the contract of the professional football player

The contract of professional football player is a bilateral contract, consisting of only two parties. Namely the professional football player and the sports club. This is clearly illustrated by the standard contract of the football player, prepared by the JFA, the regulation of status and transfer of players issued under the statutes of the JFA. According to the standard contract of the football player prepared by the JFA, the Sports Club is the team, party, or first contractor in this contract. The football player is the team, side, party or second contractor in this contract. Accordingly, the researcher shall address the parties to this contract as follows:

**First: Sports Club:** The sports club is considered the first party in the contract of the professional football player, and regulation of status and transfer of players did not include a definition of the sports club, but only to

<sup>1</sup> See articles 90 and 91 of the Civil Code.

<sup>2</sup> Article 12.1 of the conditions of the status and transfer of players

<sup>3</sup> See Articles 15, 18, 23 and 26 of the conditions of the status and transfer of players

<sup>4</sup> Article 90 of the Civil Code

<sup>5</sup> Article 18/2 and 4 of the conditions of the status and transfer of players

<sup>6</sup> Article 90 of the Civil Code.

determine the conditions and provisions of the club for the purposes of football to be able to conclude professional contracts for football. As for the preamble of the regulations of the JFA, defined the sports club as: a member of the JFA, which in turn is a member of FIFA, the International Federation of Football. The club must not be a Jordanian individual because it is not permissible for any sports club to join the Jordanian Football Association unless the club is Jordanian. The club is required for the purposes of practicing professional football to be registered with the JFA in the degree that qualifies it to practice professionalism. The degree of excellent clubs, which is not defined by the regulation of the JFA, but merely saying that it plays in the excellent grade during the current football season, this definition is defective, mysterious and criticized.

The legislator stated this term because it divided the Jordanian football clubs into the following categories: Professional (excellent), First, Second and Third (Professional). The legislator stipulates that it should be professional in the field of football, provide a financial plan and financial statements, pay his full obligations and submit p\documented contract with a minimum of eighteen contracts. Otherwise it is not allowed to make professional contracts with football players<sup>1</sup>.

It is clear from the above that the first party in the contract of professional football player is a sports club with an activity in football, professional clubs, and a minimum of documented eighteen professional contract, and has a plan and financial statements and pays all financial obligations to the Federation and its players.

#### **Second: professional football player:**

The second party in the contract of professional football player is the professional football player. The player is defined as: "A player who has a written contract with a specified duration with the club who is charged more than the fees paid his practice and otherwise the player is considered an amateur."<sup>2</sup> Among the financial sums that the Professional Player receives from the professional club are monthly salaries, bonuses and allowances, as well as health insurance, including compulsory medical treatment, compulsory medical check-up, and insurance for disability, injury or death for the duration of the professional contract<sup>3</sup>.

In general the player must be at least eighteen years old when signing his first professional contract. The exception is that a professional contract may be signed with him if he is a minor with the consent of his guardian and the contract period shall not exceed three years<sup>4</sup>. Against the amounts, bonuses, allowances and benefits obtained by him he has to practice football in the club, which is constantly engaged, and abide by the terms of the contract professionalism and the provisions of laws and regulations and instructions and regulations and not travel outside the country without the consent of his club, and not to engage with any other club during the validity of his contract and to play in full time of football in the club, and not to play football with other club during the validity of his contract without the approval of his club<sup>5</sup>.

Finally, there is nothing to prevent the conclusion of a professional contract with a football player if he is a non-Jordanian player. It is not prevented under the regulation of the JFA, regulation of status and transfer of players for such a matter.

## **The Second Chapter**

### **The rules of professional football contract**

To determine the legal nature of this contract, the purpose of the contract shall be to determine the effects of the contract, to present cases of termination and suspension and to determine the competent authority for settling the disputes arising therefrom. To know the issues combined the provisions of the professional contract for the football player, and in view of the complexity and the depth of each of these issues, the researcher shortens and summarize by allocating a separate section for each of the three sections as follows:

The first section: the legal nature of the professional contract of a football player.

Second section: the effects of holding a professional football player.

Third section: Cases of suspension and termination of the professional contract of the football player

#### **First section**

##### **The legal nature of holding a professional Football player**

The views of the (Fiqh) jurisprudence vary about the legal nature of a professional football player's contract. Three trends have emerged in this regard: the first state that is an employment contract, the second stated that it is a contract of contractor, and the third state that is a separate private contract.

Therefore, the researcher presents these trends, and expresses his opinion about them and about the legal nature of the professional contract of football player, as follows

<sup>1</sup> Articles 11 and 2 of the conditions of the status and transfer of players

<sup>2</sup> Article 1 of the conditions of the status and transfer of players

<sup>3</sup> Article 12.6 of the conditions of the status and transfer of players

<sup>4</sup> Article 13 of the conditions of the status and transfer of players

<sup>5</sup> Article 14 of the conditions of the status and transfer of players

The first trend: Employment contract<sup>1</sup>.

Supporters of this trend believe that the contract of professional football player is no more than an employment contract, and cannot be considered otherwise, based on the following:

1 - Because the elements of the contract of professional football player are existing and available in the employment contract, the elements of the employment contract are: a - employment: The concept of employment extends to include all the work against remuneration, done by the worker for the employer under his supervision and guidance. In application of this, the professional football player who practices football in the sports club, where he participated in the competitions and games that take place in the club, and attend the exercise and practical lectures conducted by the club and attend the places determined by the club to direct training, And comply with the club orders and circulars and instructions, and enter the stadium during the game in which the club and out when asked to do so, and other acts of the player, it takes a description of the concept of employment. Since such work is performed for the interest of the sports club in which he plays against a fee, as long as it is subject to all of the supervision, direction and control of the club. In the sense that the football player is bound to the aforementioned standards, the contract is considered to be a contract of work. The element of work must be available. This element is available in the professional contract of the football player because his practice of football as referred to above is considered an act in favor of the sports club.

**B. The fees:** the second element of the contract of employment is the fees. It is not sufficient for the contract to be considered as an employment contract or considering the performance of the work to the employer, but the player must be paid. Once he is paid it is considered an employment contract. This element is available in the relationship between the professional football player and the sports club because the football player gets from the sports club salaries, bonuses and other financial rights. Thus the professional football player contract is an employment contract as long as he is paid from the sports club against his professionalism.

**C- The dependency** is the third element of the employment contract, which is the supervision and guidance of the employer to the employee. The employee is obliged to the orders and directions of the employer. This element is available in the relationship between the professional football player and the sports club because the sports club has a direct authority over the player, and that the player in training and games is subject to the supervision and guidance and instructions and control of the sports club. It is evident that the player cannot participate in a football game in the club if the club or the coach does not allow him to participate. Where the element of dependence is found in the relationship between the player and the club as referred to, then a professional contract executed between them is considered an employment contract.

**D. Term:** The fourth and last element of the employment contract is the term. The employment contract is a time limited contract, i.e. contracts of duration, there must be a term for the contract, whether limited or unlimited.

This element is available in the relationship between the professional footballer and the sports club, because the professional contract of the player is for a certain period. It may be for the sport season or more or a year or more. As the time is an element in the employment contract, and since it is available in the relationship between a professional player and a sports club, the contract of professionalization between them constitutes an employment contract.

**The second trend:** the contract of a professional football player is contracting agreement<sup>2</sup>. The supporters of this trend state that the contract of professional football player is a contracting agreement, according to the following:

1 - because the French jurisprudence and judiciary considers the contract of professional football player as a contracting agreement. This is because the football player is considered an artist not an employee. He performs his work independently and not as the employee who performs his work under supervision and guidance. The football player does not benefit from the rights and benefits under the labor law from: Injury insurance, overtime, vacations and other rights and benefits entitled to the employee, which makes it difficult to say that a football player professional contract with the sports club is an employment contract but rather it is a contracting agreement.

2 - because the concept of the contracting agreement extends to include the contract of professional football.

3 - because the contracting agreement includes hiring a person to undertake a service, and the contract of professional football player is considered from this category. He undertakes to serve the sports club, under a contract of through participation in the matches played by this club.

**The third trend:** the contract of the professional football player is a special and independent contract: The

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<sup>1</sup> Supporters of this trend:

- Mohammed Al-Ahmad, op. Cit., P. 206.

- Samir Hassan, op. Cit., P. 113.

Article 12.6 of the conditions of the status and transfer of players

<sup>2</sup> Supporters of this trend:

Mohammed Al-Qibawi, the contract of professional sports, Dar Mahmoud, Cairo, 2010, p. 193.

Sana al-Sherbini, sports contracts in Egyptian legislation, without publishing house, Cairo, 2012, p. 276.

Article 780 of the Jordanian Civil Code.



supporters of this trend<sup>1</sup> that the professional football player is a special, independent and self-contained contract because it does not conform to the traditional contracts, such as the employment contract and the elements differ from each other and that it imposes on the player and club obligations which are not available in other contracts. Finally, it would be desirable if the legislator expressly stated the legal nature of this contract to settle such dispute over its legal nature.

## Second section

### The effects of a contract of the professional football player

The JFA has sought to regulate the professionalism of football in the Jordanian sport clubs in a way that achieves the desired goal of professionalism in the field of football, namely upgrading and promoting Jordanian football in a way that can compete with Arab, Asian and international .

In this regard, it is keen to organize football professionalism by issuing a standard contract in this field and issuing a professional regulation to be the main reference for resolving disputes arising out of professional football contracts which also defines the rights and obligations of professional footballer and sports club<sup>2</sup>.

When a professional contract is executed between the player and the sports club, it creates mutual binding obligations on the player and club. The obligations arising from this contract are what are called the effects of the professional contract. For the purpose of knowing the effects of the professional contract, i.e., it is important to know the obligations arising from the contract of the professional football player, the researcher will discuss the player's professional obligations first and will discuss the sports club later:

The player's obligations are as follows:

- 1- Compliance with the laws, instructions, professional regulations and circulars issued by the JFA or the FIFA, Sports customs and traditions, the provisions of the professional contract and sports club regulations.
- 2- Not to engage in any work with another party for the duration of the contract except with the consent of his club.
- 3 - Not to travel outside the Kingdom of Jordan without the written consent of his club.
- 4 - Full-time practice of football in the club and at times and places determined by the club.
- 5 - Not to play any match with another club without the consent of his club.
- 6 - Not to register in any other sport game or any sports Federation.
- 7 - Not to sign another professional contract for the same period contracted with his club<sup>3</sup>.
- 8 - Exert maximum potential effort in all games and exercises, unless his health condition prevents him to do so, proved by medical reports.
- 9 - Observance of the rules and regulations of the game in all matches he participates in.
- 10 - Maintain his fitness and physical health and does not endanger it and does not violate any of the terms contained in his life and safety insurance contract.
- 11 - Respond to the request of the JFA if he is requested to participate in national matches.
- 12 - Responding to the club's request to use his name, photos and movements in advertising throughout the duration of his contract.
- 13 - Not to participate in any advertisements, whether in its own name, photos or movements, except with the written consent of his club.
- 14 - Not to commit any behavior of racial discrimination or defaming any person in a provocative manner for his race, color, language, religion or ethnic origin.
- 15 - Payment or acceptance of any amounts from or to any person or entity with the intention of solicitation to win , equalization, or losing except for payments made by the club<sup>4</sup>

### Second: The sports club obligations:

These obligations are as follows:

- 1- Not to execute any professional contract without the club being registered with the JFA within the professional clubs, and to submit a financial plan and financial statements to the JFA.
- 2 - Adherence to the provisions of the standard contract issued by the JFA.
- 3 - Allow the professional player to join the Jordanian team if he is of a Jordanian nationality and was requested by JFA, and allow him to join his national team if he is non- Jordanian and was called by his national team.
- 4 - To pay the professional player his due salaries, bonuses and allowances stipulated or agreed upon.
- 5 – Provides an insurance cover for the player against death, disability or injury during the period of the contract.
- 6 - to provide health insurance for the professional player.

<sup>1</sup> Supporters of this aspect:

- Arif Shoaib, the professionalism of sports between theory and practice, Dar Al Nahdah Arab Cairo, 2005, p. 362.

- Mustafa Samir Sports Contracts, Dar Al Nahda Arab, Cairo, 2007, 182

<sup>2</sup> Article 2 of the Rules of Conditions and Transition of Players.

<sup>3</sup> Article 14 of the Rules of Conditions and Transition of Players.

<sup>4</sup> Obligations under Article 8-15 of the Model Contract of the Jordanian Federation for football.

- 7 - Not to contract with any minor player without the consent of his guardian. The contract shall not exceed three years.
8. The contract executed with the player shall be written and signed by the club chairman or the vice chairman and shall be registered with the JFA.
- 9 - to take into account in the professional contract minimum and the maximum terms and not to execute professional contracts in a period not allocated by the JFA.
- 10 - Not to transfer the player without his consent and at the time specified by the JFA
11. Paying the player's financial dues<sup>1</sup>.
12. Payment of advanced fees to the professional player as agreed.
13. Payment of monthly salary at the end of each month and monthly housing allowance.
- 14- To pay money to any person for the purpose of winning, tie or losing.
- 15 - Give the player vacations as agreed<sup>2</sup>

### Third section

#### Conditions of suspension and termination of professional football player contract

It is possible to limit and summarize the events in which the contract of the professional football player is terminated or suspended as follows:

First: Termination of the professional contract of the football player

1. **Expiry of the contract term:** The contract of the professional footballer expires at the end of its term, which may be one or more sports seasons or a year or more, provided that it shall not exceed three years for the minor player and five years for the adult player<sup>3</sup>. When the last day of the contract comes into effect, the contract ends and the relationship between the player and the club ends. If the parties wish to repeat the professional experience they must execute a new contract, because the initial contract is expired and has no legal continuity. The contract expiry date may be far away from the time of registration, which deprives the player and the club to benefit from each other, especially if the club sports is engaged in international football, so it would be better if the legislator approves the principle of continuing the legal contract for the professional football player for a similar period.
2. Death of professional player or loss of legal capacity: the death of professional player or loss of legal capacity such as insanity, for example, are reason for termination of the contract, provided that the legislator did not state these conditions. Hence it would be desirable to stipulate them.
3. If a decision is made to remove the player from the records of the Federation, either by a Court decision or by misconduct<sup>4</sup>. Under this case, the player's contract is terminated with the issuance of such decision, and the researcher believes that this is criticized and prefers if the legislator considered the player contract terminated after issuance of the final judgment.
4. Agreement between the player and the sports club to terminate the contract<sup>5</sup>. In this case the period of termination of the contract has not yet been into effect, but there is agreement between the club and the player to terminate the contract earlier before the expiry date regardless of the reasons of termination.
5. If there is a convincing reason to terminate the contract and the Players' Status Committee agreed to this reasons for termination<sup>6</sup>. According to this case, the sports club or football player may request terminating the contract if it has a convincing reason to terminate it and the Players' Status Committee is satisfied with the reasons. It is worth mentioning that the regulation of status and transfer of players does not specify the reasons for terminating the contract.
6. If there is a just cause<sup>7</sup>: The just cause is considered a case of termination of the contract of professional football player, if he can prove to the committee his club does not involve him in its matches except in a few cases and very rarely and less than 10% of the total matches. The player has the right to request to terminate the contract earlier before the expiration date. the researcher believes that the legislator did not succeed in using the expression or the concept of just cause as the lack of participation of the professional player in the matches of his club less than 10% of the total of these matches because this concept is loose and flexible and may fall under a large number of cases and not only this case as that used by the legislator.

#### Second: Cases of suspension of the contract of professional football player:

Referring to the regulation of status and transfer of players, the researcher finds that the cases of suspension of

<sup>1</sup> Articles 11.13 and 17.21 of the conditions of the status and transfer of players

<sup>2</sup> This is confirmed by the model contract issued by the Jordanian Football Federation

<sup>3</sup> Articles 13, 18 and 23/1 of the conditions of the status and transfer of players

<sup>4</sup> Article 37/1 of the Rules of the conditions of the status and transfer of players

<sup>5</sup> Article 23.1 of the conditions of the status and transfer of players

<sup>6</sup> Article 23.3 of the conditions of the status and transfer of players

<sup>7</sup> Article 23.4 of the conditions of the status and transfer of players

the contract of professional football player are:

1. **The disciplinary penalty:** A football player must adhere to the laws, regulations, instructions, circulars and sports norms, and not to commit any of the violations referred to in the course of dealing with the matter of his obligations<sup>1</sup>. Otherwise he is subject to disciplinary punishment imposed by the Committee of transferring players, which may be in addition to the financial penalty, suspension and denial of participation in a number of matches. When the penalty of suspension or deprivation is issued no doubt that the contract of professionalism of this player depends on the duration of the suspension or deprivation will not be implemented, and the same case if the penalty was issued by the club.

2. **Athlete Injury and Disease:**

Sometimes the professional football player during training or games is exposed to a sports injury that keeps him out for a long period of time. He may also suffer from a disease that prevents him from exercising, training or participating in matches. Here the contract of this player is suspended and the club cannot force him to train, exercise or play matched, because sports injury and disease are considered reasons for the suspension of this contract.

3. **Detention of the freedom of professional player:**

If the footballer commits a criminal offense that requires him to be detained or imprisoned for a period of time. Therefore, his contract is suspended.

4. **The professional player joins the national team:** The participation of the professional football player in the national team is a reason for the suspension of the professional contract with his club. The club shall not prevent him from joining the national team and to oblige him to practice or train with his club or to play matches with his team as long as he is a player with the national team.

5. When a football player is on vacation, once the football player submits vacation application on time and the club administration approves it, the club may not call the player without an urgent need and compel him to participate in the training, because the vacation is considered a case of suspension of the implementation of his professional contract.

6. **Issuance of a disciplinary Punishment against the Sport Club:**

Compliance with the laws, regulations, instructions, circulars and sports norms is the responsibility of the sports club. When the club violates this duty a disciplinary punishment will be imposed by the JFA, especially the Committee of transferring players. The penalty was to deny the club to participate in sports championships, or deprive it to exercise any sport activity for a certain period; this period is considered as a period of interruption to implement the contract of professionalism.

Therefore, it is clear from the foregoing cases where the contract of professional football player is suspended which are not explicitly stated by the legislator, which makes the researcher urges the legislator to stipulate these cases explicitly and within a separate and independent chapter and states the cases of termination of the contract of professionalism.

## Conclusion

Through this study, the researcher tried to deeply discuss the contract of professional football player in the Jordanian clubs, which is widely implemented in football clubs. This phenomenon was unfamiliar and unknown before, but it becomes a distinctive character of all professional degree clubs. Despite the importance of this contract, but the Jordanian Legal Library suffers from a large shortage in this respect, and perhaps this is the reason why the researcher addresses this subject with research and analysis. , with the following results and recommendations:

### First: Results

1. A contract of professional football player is a written, fixed-term civil sports contract between a professional footballer and a sports club with an activity in the field of football. The football player is obliged to play football for the benefit of the club and comply with its directives and instructions in return for a fixed fee.
- 2 - The contract of professional football player is held when the offer and acceptance is satisfied and to abide by the standard contract of professionalism issued by the JFA and to execute their agreement in writing. The contract shall be further registered and ratified by JFA.
- 3 - The contract of professional football player consists of only two parties, a professional football player and a sports club.
- 4 - Characteristics of the contract of professional football player is a formal, temporary, sports and civil, binding, and in return of fees contract.
- 5 – The professional football player is a special and independent contract and not an employment contract or a contracting agreement or any other contract.
- 6- The player's professional contract arranges reciprocal and mutual obligations for the player and club.

<sup>1</sup> See the second requirement of the second section on the obligations of professional football player



7 – The termination cases of the contract of football player, including: the expiry of the contract and the death of the player or loss of legal capacity and the agreement of the two parties to terminate it. Cases of suspension of this contract include: disciplinary penalties, injury, joining the national team, and taking vacation.

8- The Jordanian Sports Arbitration Court is the competent authority for resolving any disputes may arise from this contract.

#### **Second: Recommendations:**

Researcher recommends the following to the Jordanian Legislator: -

1 - Definition of the meaning of professional sports in general, and professionalism in the field of football explicitly to identify the elements of professionalism.

2 – Define the contract of professional football player, the standard contract for the professionalism of football, and the football player in general and the professional football player in particular and the definition of the sports club.

3. Organizing the professionalism of football through a special and independent law and not under a regulation as is the case now, because the legal force of the law is higher, stronger and more prestigious, in addition to the importance, accuracy and seriousness of football professionalism.

4- To rewording the terms of the standard contract for the football profession issued by the JFA , which includes all the commitments made by the professional player and the sports club and the rights granted to both, especially in the regulation of status and transfer of players and to add to the commitments proposed by the researcher later.

5- The registration of the professional contract of the football player in the JFA without the requirement of the Federation ratification shall be valid only as long as the contract is in conformity with the standard contract and the provisions of the regulation of status and transfer of players.

6 - Not to oblige the sports club to execute professional contracts with at least eighteen footballers, because the financial capacity of the club may fail to meet the financial obligations of this number of professionals, which deprives the club to benefit from professionalism especially that clubs are not commercial companies and does not aim to profit with limited income sources.

7- Organizing the obligations of the professional football player and the club in a special chapter, regular and serial and not scattered as is the current situation in the regulation of status and transfer of players.

8 - not to set a maximum limit of the contract of professionalism by five years for the adult player, and leave it to the freedom of contractors because of the protection and care of the interests of the club and professional player.

9- Review the obligations imposed on the professional football player as the obligations stipulated in the rules of conditions of transferring players and the standard contract is inadequate and insufficient and there are important commitments and essential must be stipulated, including:

(Not to disclose any confidential information of the club or technical staff, players or related to the exercise or training or the match plan and the mechanism of distribution of players in the stadium and not to make declarations and statements to any media without the prior written consent of the club and not to do any provocative behavior against the public or referees or the competitive team and to adhere to the regular medical examination and disclosure of any disease or injury suffered by the player, notify the club of any attempt to blackmail or seduction or temptation or threat from another team or any other person, obey the orders and instructions of the coach , play in the spirit of one team and stay away from being selfish in the stadium).

10. Reconsideration of Article 16 of the standard contract for the Professionalization of Football, which prohibits a player from committing any act of racial, regional or ideological discrimination.

11 – State the cases of termination and suspension of the contract in a special chapter and orderly rather than the current situation as scattered and divergent.

12. Identify the sports reasons for terminating the professionalism contract and define this reason.

13- Identifying and defining the causes of the just cause.

14. Reconsidering the cases of termination of the professional contract of a football player by adding cases such as a judicial decision or a decision by the Players Status Committee which includes the cancellation or deletion of the sports club registration or suspension from the practice of football activity for more than three months or changing the status of the club from the professional level to the first level and the club's failure to meet the monthly salary of the player for more than three months if the club does not provide training staff to replace the staff resigned within a period of two months and if the club was unable to provide the requirements for the practice of football stadiums and tools and equipment.

25 - Explicitly stipulate cases of suspension of the contract of professional football player due to disciplinary sanctions, joining the national team, disease and injury, transferring and detention of freedom

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