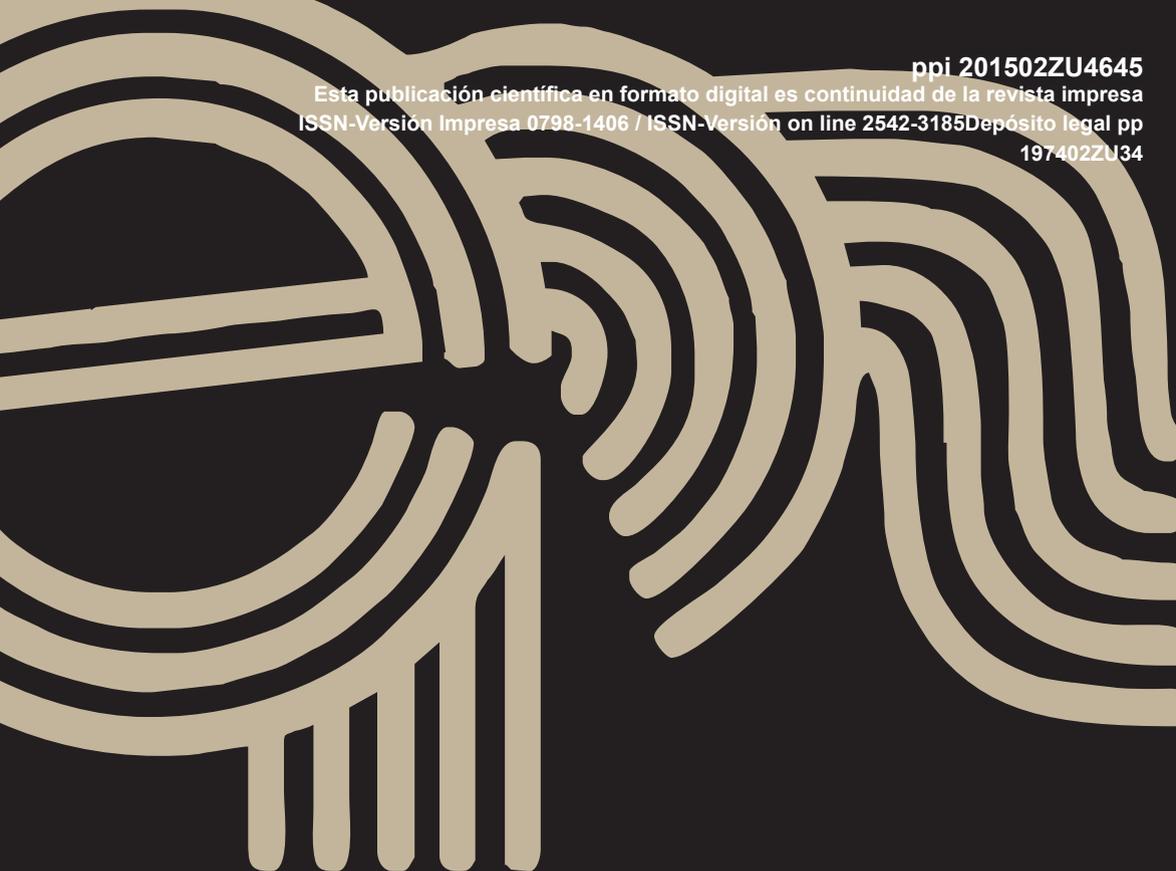


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The Role of Sports Contracts in International Trade Contracts

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Abstract

Sports activities, which were originally considered entertainment, have become a large industry and, consequently, their commercial dimensions have gained special prominence. I urged to address this problem in the form of scientific research the fact that, now, sport is an independent commercial phenomenon, both in civil and international trade. Thus, in the first place, the concept of sports contracts is analyzed. This research has used descriptive, analytical methods and bibliographic research with valid legal sources to collect information. The results of the study showed that the formation and dissolution of the sports contract is subject to special rules, international and national, which have distinguished it from the general rules of other contracts. Therefore, due to the expansion of professional sport, special regulations in various sports-related fields are an undeniable necessity and, at the same time, a novel field for scientific legal study.

Keywords: sports; trade contracts; international sports; professional athlete; sponsor.

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El papel de los contratos deportivos en los contratos de comercio internacional

Resumen

Las actividades deportivas, que en un principio se consideraban entretenimiento, se han convertido en una gran industria y, en consecuencia, sus dimensiones comerciales han cobrado especial protagonismo. Impulsó a abordar este problema en forma de investigación científica el hecho de que, ahora, el deporte es un fenómeno comercial independiente, tanto en el comercio civil como internacional. Así, en primer lugar se analiza el concepto de contratos deportivos. La presente investigación ha utilizado métodos descriptivos, analíticos e investigación bibliográfica con fuentes legales válidas para recolectar información. Los resultados del estudio mostraron que la formación y disolución del contrato deportivo está sujeta a normas especiales, internacionales y nacionales, que lo han distinguido de las reglas generales de otros contratos. Por lo tanto, debido a la expansión del deporte profesional, las regulaciones especiales en diversos campos relacionados con el deporte son una necesidad innegable y, al mismo tiempo, un novedoso ámbito para el estudio científico jurídico.

Palabras clave: deportes; contratos de comercio; deportes internacionales; deportista profesional; patrocinador.

Introduction

International contract law is a very important branch of international trade law that plays a great role in international and cross-border trade connections; so, most international trade connections are formed in contracts. The recognition of various legal aspects of such contracts is undeniable. Familiarity with the common terms and conditions of such contracts, which can be referred to as the general rules of international contracts, is necessary, regarding the diversity and multiplicity of international contracts. Trade globalization has been the result of contemporary history, which has created a deep-rooted and extensive process in trading. The growing trade is now moving beyond national borders as an evolving reality.

Globalization transforms the free flow of trade every day and removes the traditional and cumbersome rules and regulations (Shiravi *et al.*, 2019). However, before going to any discussion, the scope and meaning of legal rules or regulations should be taken into account. Sports contracts may be divided into two categories, national sports contracts, and international sports contracts according to sports law and international trade law

subjects. National sports contracts are accomplished within a country, and the contract parties should have the citizenship of a similar country; the rules governing that contract are subject to the laws of that country.

Therefore, its international description should not cast doubt on its inclusion in the rules and regulations of civil law. In other words, they are not different in terms of their subordination to civil rights and the current rules and regulations in civil law (Klepikova *et al.*, 2021). Examples of sports contracts include standard player contracts, coaches' contracts, doctors' contracts, staff contracts, sports facilities contracts, marketing or sponsorship contracts (Maleki and Yaghoub, 2017).

Since sports have long been transformed from entertainment to profitable business for federations and players, and because they have national and international regulations, sports contracts in international and cross-border fields are progressing day by day. In this article, we will first examine the principles governing international trade agreements in the first place, and then we will explain sports contracts and their types and methods of dissolution in the next ones.

2. International Trade Contracts

2.1 Conceptology

One of the most important issues in international trade is the regulation and conclusion of international trade agreements. International trade agreements include the three terms "contract", "commercial" and "international". A contract is an agreement that establishes a relationship between two or more parties. These relationships can be in the field of buying and selling, renting, mortgaging, guaranteeing or providing financial facilities.

A commercial contract is a contract that is concluded for business purposes and to meet business needs. Contracts that are made to meet personal needs are called consumer contracts. It is worth noting that here commercial contracts are not in contrast to civil contracts - as is the case in some legal systems such as France - and therefore, if the contract is not for personal or family use and is intended for business and income, it is subject to commercial contracts (Shiravi *et al.*, 2019).

An international clause indicates that the parties to the contract are trading across borders or that the contract is intended to be executed across borders. A contract that is concluded and executed within the framework of a country is considered an internal contract and is out of the scope of discussion.

There are many different types of international trade contracts, at the top of which are contracts for the purchase and sale of goods and services, according to which materials, tools, equipment, machinery, technical and engineering services, etc. are traded. Transport contracts, insurance, financial facilities, commercial representation, international distribution, licensing, technical and production cooperation, participation in investment, construction, operation and transfer, various methods of mutual trade of other contracts. It is internationally important and is widely used in international trade (Barr, 2011).

International contracts differ from domestic contracts in many ways. The most important difference is the relationship between international treaties and more than one national system. Unlike domestic treaties that are concluded and enforced within the framework of a national legal system, international treaties have at least two national systems.

International contract law is a very important branch of international trade law and plays a great role in international and cross-border trade relations, so that it can be said that most international trade relations are formed in the form of contracts. Therefore, understanding the various legal aspects of such contracts is undeniable, and given the diversity and plurality of international contracts, familiarity with the common terms and conditions of such contracts, which can be referred to as the general rules of international contracts, is necessary. A sports contract is a type of contract that is somehow related to sports affairs.

Examples of sports contracts include standard player contracts, coaching contracts, staff contracts, sports facilities contracts, marketing contracts or attracting sponsorships in sports contracts concluded between sports clubs and athletes and coaches.

2.2 Arranging an International Contract

The first step in arranging and concluding international trade agreements is to determine the goals and how to achieve them. The contract must first be designed to achieve the desired goals and then based on that plan, the terms of the contract must be set. After determining the general framework of the contract, one of the parties usually prepares the initial draft of the contract for further negotiations (Shiravi, 2018).

The initial agreements are the next step in setting up contracts. In daily transactions, negotiations and contract conclusions are done at the same time, as if someone goes to a store to buy a product and after knowing the value of the transaction and its price, buys the desired product. However, in social and economic relations, there are many cases where the parties are not able to finalize and conclude their contract immediately for some reason, and it is necessary to prepare before concluding the contract or to

agree to the negotiating parties (Shiravi, 2010). Preliminary agreements are becoming more and more important in economic and business life. This is especially important in international trade relations, investment projects, and the formation of joint venture companies.

Preliminary agreements refer to a set of charters, contracts, agreements, agreement noting, protocols, etc. These preliminary agreements and contracts may be brief or, conversely, very complex and detailed. This agreement may contain all the basic terms of the futures contract or may contain only a series of vague and general obligations. In some preliminary agreements, the parties explicitly stipulate that their agreement has no legal effect, and they express the desire of the parties to negotiate and conclude the main contract if an agreement is concluded.

Conversely, some of these agreements imply specific or vague obligations to the parties. It is as if the parties are committed to continue the negotiations and conclude a final contract, the details of which are not yet known. Also, in many cases, preliminary agreements do not specify whether or not they have legal effect (Shiravi, 2010).

In the next step of contract formation, we determine the form of the contract, which may be concluded in various ways. An international contract may be concluded orally or by letter exchange, fax or e-mail. However, the vast majority of international agreements are in writing. This does not mean that most contracts are concluded by signing a written contract, but rather in most contracts, the order is made in writing or accepted by sending the goods with an invoice.

An important issue in the contract is whether it is concise or detailed. In a detailed contract, the rights and obligations of the parties, the contract termination cases, rewards and penalties, dispute resolution, the governing law, and other details are described in detail. The shorter the contract, the greater the governing law inclusion in interpreting and supplementing the provisions of the contract. Whether a contract is made briefly or in detail depends on the type of contract, the applicable law, and the complexity of the contractual relationship. The higher the contract value, the longer it takes, or the more complex the subject matter is, the more detail the contract should be.

In such cases where the contract must be valid for a long time, the contract must have the necessary power to be able to withstand future changing events and happenings. The parties in this type of contract must consider the possibilities and future events and anticipate how to deal with them. These types of contracts may include conditions that increase the flexibility of the contract in the face of changing circumstances and avoid contract fragility. Contracts that seek to regulate complex relationships between the parties should also be prepared in more detail.

An important principle that is taken into account in the contract is that the contract terms should be as transparent and precise as possible so that it clearly indicates the intention of the parties. Since the conventional meaning of words and phrases is considered in the interpretation of the contract, it is necessary to pay attention to their conventional meanings in choosing words and phrases. The meaning of conventional meanings is the meaning and concept of a kind of words and phrases according to all situations, appropriate to the type of profession, class, and specialized field.

If the conventional meanings of words and phrases are not clear, it is recommended to explain the meanings of those words and phrases in the definition section. When a phrase is defined in a contract, an arrangement must be made to specify where in the contract the use of those words and phrases has a defined meaning and where it has a conventional meaning.

2.3 Provisions and Scope of Principles Governing the Regulation of International Sports Trade Contracts

Today, the “Principles and Rules” represent a set of principles and rules of contract law that are common in national legal systems or in compliance with the specific requirements of international commercial transactions with applicable legal rules in their contract. The parties to the contract may, instead of choosing the “law” of a country, choose the “principles and rules of law” as the governing law of their contract. In international sports trade agreements, this issue becomes more important as the parties are subject to different legal systems and are more unstable.

For this reason, in these contracts, the parties sometimes anticipate the circumstances that may occur after the conclusion of the contract and make it difficult to execute the contract. This prediction is usually made in the form of a condition called hardship condition. In fact, by anticipating such conditions, the parties determine the obligation of the contract in an unpredictable event that leads to the difficulty of implementing the contract and the loss of its balance. However, in most cases, such conditions are not included because predicting several conditions requires knowledge and experience about this situation and can not be expected from uninformed parties.

On the other hand, imposing contract terms on unskilled parties due to the lack of such terms is far from fair and just. In this situation, theories such as hardship are introduced. Principles and rules governing the regulation of international trade agreements in this article (1-2-6) have defined hardship, after emphasizing the principle of contracts necessity. This article stipulates that hardship is created when:

The occurrence of accidents will fundamentally change the balance of the contract, either due to the increase in execution costs or due to the decrease

in the exchange value that the party receives. 2) The accident occurs or becomes public after the conclusion of the contract. 3) The accident could not have been reasonably considered by the loser. 4) The accident is out of the control of the party and 5) the risk of the accident is not accepted by the loser.

When the disputes are referred to the International Court of Arbitration for Sport, the rules of law are considered. According to the opinions issued by this authority, the principle of equality of arms, the principle of good faith, the principle of equality and proportionality, the principle of fair judgment, have all been emphasized and approved (Panagiotopoulos, 2014).

3. The Nature of the Sports Contract

Sports law covers a variety of issues. One of the most important issues that can be considered in sports law is the category of “sports contract” because it can be said that the most basic element of professional sports is the sports contract. When a contract is signed and a relationship is established between sports activists, no competition will take place and many issues in sports law will not be relevant. For example, the salaries and duties of coaches, players, clubs, sports equipment sellers, journalists, sports representatives, club doctors, sponsors, etc. are defined on a contract, and none of these issues are conceivable until a contract is concluded.

Before regarding the main topics, it is necessary to provide a comprehensive definition of the sports contract and specify the desired contract from other examples of the sports contract. no specific definition has been found so far regarding the sports contract; according to the rules and regulations of the sports federation and the contract of those who work to conduct the competition, the sports customs, and contracts sports, the definition can be achieved with certainty in the sports contract as it is said: it is a contract whose subject is directly or indirectly related to sports, whether the subject of the contract is directly about sports activity or the terms that are unavoidable for doing sports activities.

The only sports contract that deals directly with sports activities are the clubs’ contracts with players, but if the subject of a sports contract is something that is unavoidable for a match, there will be many different examples. Among sports contracts, like the contracts of coaches, team doctors, sports lawyers, sports representatives, journalists, sponsors, etc., clubs’ contracts with players are the most important and main sports contracts.

Because athletes and players use all the efforts that provide the equipment and supplies for the competition, and perform sports activities

in the form of competition, in fact, they play the last role in the professional sport of the players; if they are not players, preparing the equipment for the competition will be in vain. Therefore, it can be boldly claimed that the most important and main sports contract is the clubs' contract with the players.

Determining the legal nature of a sports contract requires an analysis of the issues that make up the framework of a sports contract, without which the contract will lose its formality and legitimacy. For this purpose, we consider the sports contract's body.

A) The Player

One of the parties in the sports contract is the player. A player is a person who devotes all his time and talent to training and education in a particular sport and has chosen sports as his main job so that they allocate time to it. In professional sports, each player's skills and physical and mental strength are unique in their kind, and clubs use their players to benefit from their sports abilities, which builds the sports personality of the players. It is also the most important and the only selection criterion. This makes the sports contract being in the category in which the personality of one party plays a key role and is the main reason for the contract. On this basis, the contract is concluded under the supervision of the player.

B) Club

With different types of sports contracts, we find that clubs are one of the permanent and main parties to these contracts; For example: in the contract of construction of sports facilities and equipment, purchase of equipment and their transportation, television, and radio broadcast of matches, employment of technical and administrative staff of the club and contract with players, etc., one of the fixed parties is the club. For this reason, it can be argued that clubs are one of the building blocks of professional sports, which on the one hand, as employers, conclude contracts with players and control their sports activities, and on the other hand, by concluding various sports contracts provide the ground for competitions.

Today, sports clubs are often established and managed as stock companies, and their shares are also offered on the stock market like Chelsea, Real Madrid, Manchester United.

3.1 Types of Sports Contracts:

3.1.1 Coaches' Contract

The employer-employee relationship between a team or institution and the coach is similar to the usual employer-employee relationship

in the business world. The coaching contract is somewhat similar to the employment contract, in which the nature of the work, the duration of the employment, and the salary are specified. However, unlike the standard contract of athletes, the contract of coaches, especially prominent and well-known people, has independent and unique clauses.

3.1.2 Medics' Contract

Physical activity requires the presence of a physician. Injuries are inevitable in sports competitions; therefore, rapid diagnosis and treatment by a qualified physician are very important. The doctors are independent contractors and, as a result, the hiring party will not take responsibilities under the principles of proxy liability. In fact, a doctor's contract is a type of employment contract that has certain terms and conditions.

3.1.3 Employee Contract

The employer-employee relationship differs from independent contractor in various areas such as personal responsibility, taxation, insurance, salary-pension, and dismissal. Therefore, recognizing the difference between the two is very important. If it is proven that there was an employer-employee relationship, the action of the employees will make the employer responsible for losses; Therefore, many employees hire contractors to ensure that they arrange the contract in such a way that the employees are recognized as independent contractors.

3.1.4 Contract for Sports Facilities

When an amateur sports club or professional team does not have land, it is necessary to sign a contract to rent it. In addition to how the venues are used (game schedules, training grounds, locker rooms, parking lots, etc.) as well as the workings of financial sponsors and advertisers, other factors such as rent, payment methods, and special services by the owner should be considered.

3.1.5 Marketing Contract

Marketing and sponsorship contracts, like other contracts, mention the parties, time limits, obligations of the parties, and their terms. A sponsorship agreement, whether between a company and a player or between a company and a sporting event, is a binding agreement in which either party is required to meet its obligations. It is clear that the language of the contract must be clear in various cases, such as the obligations of each party in unpredictable circumstances, such as disputes, natural disasters, player injuries, or the sponsor's bankruptcy.

4. FIFA Rules in Contracts

The rules of international organizations, such as the World Football Federation (FIFA), apply to international competitions, and the national clubs and teams are required to comply with them. Otherwise, penalties will be the suspension of membership of the club or national team of the violated country, in which the organization and international competitions will follow. The rules of these international organizations are also authoritative regarding the rules of the game, but the rules of these institutions are guidelines regarding the transfers of players, the formation of clubs, and the starting matches (Guillermo, 2014); however, in many cases where national law is impartial on a matter, it refers to the rules of international institutions.

FIFA defines a minimum for a contract, and any contract that meets the 31 conditions set by FIFA is a minimum professional contract. It is a good thing if the federations come up with a ready-made format to standardize the appearance of the contracts. On the other hand, they must also allow the parties to enter into additional conditions or remove some of them. The “principle of contractual freedom” is a universal and transnational rule and has been considered in Iranian civil law.

The Executive Committee of FIFA on November 24, 2008, by sending Circular No. 1171, emphasized the same international principle. The title of this circular is the minimum contract requirements of a professional player, and in this section of the letter, 13 important contract headings are explained. According to the section of the letter, a valid contract is a contract that has 13 headings and assignments, meaning that it has listed the minimums that must be assigned, and no maximum can be assigned to these 13 items.

Another point is that these 31 items should be in the football contract, but the content of these items is determined by agreement between the player and the club and the federation has no right to interfere in the content. These include party specifications, definitions, club commitments, player commitments, salaries and benefits, dispute resolution, and more.

4.1 Sponsorship and Advertising Contract (Sponsorship)

Sponsorship is a commercial contract in which a sponsor pays a certain amount of money to a person with a commercial reputation or provides them with goods, services, and other facilities. In return, by receiving certain salaries and through promotional activities by individuals, they enhance their business position and expand the sales of their products and services (Wong, 2010). Sports advocacy, which is considered the cornerstone of all sports marketing arrangements, is of great value and importance in this field.

On the other hand, famous athletes earn high income through sponsorship contracts, which is even more than what they earn on the field. For example, in 1999, Schumacher, a well-known car racing driver, earned \$ 80 million through personal sponsorship contracts (Yousefi and Hassani, 2010).

On the other hand, a sponsorship deal brings huge benefits to clubs because companies compete with sports activists for contracts and pay them millions of dollars to promote a wide range of their products (Wong, 2010). Sponsorship sports organizations and athletes are shortcuts for sponsors to offer their products to a large number of consumers and penetrate the market as soon as possible (Thornton, 2010).

Of course, there are very special cases in which advocacy is not done for a direct commercial purpose; Among them is a contract between Barcelona and UNICEF, under which even the Spanish club is obliged to pay money to help the child protection fund in exchange for the UNICEF name on the club's shirts, but it must be admitted that such cases were rare. Moreover, commercial intentions motivate sports parties and businesses to enter into sponsorship agreements (McDonnell and Moir, 2013). Sports sponsorship contracts fall into several categories:

4.1.1 Collective Sponsorship Contracts

A sports sponsorship agreement is an agreement between a sponsor and a group of sports organizations, including clubs, leagues, national organizations, or international sports institutions, to use their credit to promote the supportive business. In the club sponsorship contract, the sponsor's trademark and letters are affixed to the team uniform and equipment of the club, and signs and promotional items are displayed on the ground and at the entrances of the club's sports fields.

The latest sponsorship deal was signed in 2015 between Chelsea Football Club and Japanese company Yokohama (a car tire manufacturer) for 40 million in five years. This is the type of contract that is common in some sports, according to which the name of the sports club is changed to the name of the sponsor or a word reminding the sponsoring business is added to the name of the club.

4.1.2 Personal Sponsorship Contract

However, in EU law, there is no distinction between collective and individual supportive contracts; but in American law, personal protection is an independent form of such agreements (Nafziger and Ross, 2011). This agreement is a contract between an athlete and a business company, according to which the company, as a sponsor, obtains permission to use the name, image, signature, etc. of an athlete in advertising his products and services (Spengler *et al.*, 2016).

The use of celebrities in advertising is considered an effective business strategy to help promote new products, increase market share for existing brands and find new ways to communicate with customers (Li, 2011). With the boom of the market economy, the image of a person and his personal and physical characteristics have gained considerable value, so the name and image of the star in today's society are considered a valuable commodity. Natural or legal persons use the visual rights of stars to promote and develop their goods and services (Jafari and Mokhtari, 2016). On the other hand, many outstanding athletes earn a significant portion of their income from sponsorship and commercial certification (Czarnota, 2012).

4.1.3 Stadium Naming Contract

Another new and special type of sponsorship contract, which first developed in the United States over time, gained a prominent place in Europe; it has become very popular in the world since 2000. The phenomenon of naming stadiums and sports fields and even Platforms are called sponsors (Blackshaw, 2011). At present, the importance and application of naming contracts have been proven as an effective way to promote brands and improve the competitive position of firms (Neils, 2012). These successes are usually long-term, unlike individual and collective support agreements. The biggest naming rights contract, for example, was signed in 2004 between Arsenal Football Club and the Fly Emirates to 100 million over a 15-year period, under which Arsenal renamed their own stadium to Emirates.

4.1.4 TV Broadcasting Rights Contracts

The right to broadcast and satisfy the needs of fans watching national football matches and other disciplines are the most important segments of holding matches until the World Cup receives their acceptance as well as the broadcasting of these matches and events. Beyond the media and entertainment aspect of this event, the right to broadcast ensures profitability and income not only for the club as a broadcast of each country's league but also for the organizers of prestigious international competitions such as the AFC and the Asian Club Cup. The Asian Cup, as well as FIFA, will be held to host a variety of competitions, from the Junior World Cup to the Adult World Cup.

In today's world, clubs make big money through television broadcasting rights. If the clubs can earn money this way to cultivate players and sell these players, they can buy any player at any price they want. They can even attract international players and sell their games internationally. In 2010, the German Bundesliga earned 1.5 billion euros from German football matches, nearly 750 million euros from television broadcasting rights and ticket sales are a huge number in the world.

In European stadiums, they have even made suites that have all the facilities of a private home, and families rent them out every year to encourage their team, and they can have a good time whenever the match takes place. The rent of these suites is about 50,000 euros per year, and a club earns a considerable income by renting them.

Recent advances in technology have introduced a new player in the field of sports broadcasting. Virtual advertising is a type of digital technology that allows television advertisers to use logo names, animated images, and computer-generated brands. In sports competitions, these advertisements may even be shown during the broadcast of a live television match. As this type of advertisement is used in the broadcast of football matches, even bowling can be seen in various sports competitions. This type of technology has been used since 1995, which has reached its peak in recent years and is commonly seen in various sports.

In 2000, due to the lack of resources and rights in these cases, there were many problems, and one of these problems was the reluctance and consent of companies to have virtual environmental advertising. In fact, many commercial contracts related to virtual environmental advertising remained impartial. Despite the free trade market in the United States, there were numerous restrictions on virtual advertising under the applicable law. First, the inconsistencies became apparent when virtual advertisements for products had to be replaced without obtaining permission from the owners of places where the advertisements could be actually installed.

The cost of virtual advertising is somewhat equal to the so-called old and traditional advertising. In baseball, for example, the cost of a virtual ad is equal to showing a traditional ad for 30 seconds, when showing the result of a match. However, we must also add the cost of producing virtual advertising to this price. Despite the high costs of this type of advertising, due to their benefits, this type of advertising still plays a significant role, which highlights the need for legal standards of broadcasting competitions at the regional level (Deutsch, 2000).

4.1.5 Sports License Contracts

A license is an agreement whereby the holder of intellectual property, called a licensor (licensor), authorizes another person, called a licensee (licensee), to exercise all or part of his exclusive rights under certain conditions and for a period of time. It is known and gives in a specific territory and usually with limitations (Poltorak, 2004).

Teams, Leagues, Athletes, and International Organizations benefit from the reputation they have gained by licensing their trademarks to large companies producing sports or non-sporting goods which are mentioned as “Sports Goods License Agreement”. This contract includes the products

ranging from sports items to food and toys, etc., or the services related to logo, and other sports trademarks (Rosner and Shropshire, 2004: 183).

This license allows sports activists to establish themselves in the market and become a brand; earning money increase their reputation, without the need to spend exorbitant costs, while the risks of production and the success of the business started by the licensee. In addition, sports licenses are considered an effective tool in protecting trademarks and maintaining the credibility and reputation of sports personalities (Masteralexis *et al.*, 2011). From the licensee's view, the bachelor's degree contract provides an opportunity in the first place to benefit from the reputation and popularity of athletes and teams, which results in more credibility and faster market penetration. In addition, companies can increase the price of their products and increase their revenue level by simply adding a logo or trademark to their pre-manufactured products. In addition, the sports license contract opens new distribution in sports stadiums and fan clubs, which will greatly help the development of the business (Bruton, 2015).

4.2 Dissolution of the Sports Contract

Obligations under the contract may be dissolved for one of these cases:

- 1- By Performance
- 2- By agreement
3. By Rescission BY
- 4- By Operation of Law
- 5- By breach of contract - By Breach
- 6- Due to the impossibility of executing the contract - By Frustration

In the first place, the contract may be completed and executed satisfactorily, in which case the contract is terminated and there is no room left for dissolution. On the other hand, the parties may agree to their lack of obligations without the involvement of an external cause or the fault of one party, the obligation falls under the rule of law. This in itself may involve a variety of situations, sometimes the next law prohibits the obligations under the contract. The next case, in which the sports contract may be dissolved by agreement, is also referred to as dissolution right or voluntary dissolution.

In the case of contract dissolution, one of the methods of compensating for the damage caused by the contract breach is to terminate the contract as if the contract never happened. Contract law in this way refers to the termination, and it is assumed that the parties will be returned to their pre-contractual position. Each termination or dissolution of a contract, although having more or less the same result, takes place in different situations.

In the latter case, if one of the parties is exonerated from fulfilling his obligations, his failure to fulfill the obligation will not be considered a violation. An unpredictable event that makes it very impossible or difficult to fulfill the obligations can lead to his exoneration of non-fulfillment of the obligations. during the validity of the contract without either party's violation, an event may occur that makes the continuation of the contract impossible or illegal, or it causes such a fundamental change in the circumstances; as a result, the contract becomes something completely different from what the commitment is made first, in which case the contract will end automatically.

Conclusion and Recommendations

International trade contracts are based on very important principles, most of which are general legal principles that civilized nations such as the principle of free will, the principle of good faith, the principle of proportionality, and fair judgment, which result in a very strong framework. And enable the implementation of contracts. One of the most important and practical contracts in the field of international trade, which is cross-border, is sports contracts. In addition to adhering to international trade contract terms under the national regulations, there are many types of sports contracts, depending on whether they are directly or indirectly related to sports, are examined in detail in the study.

Sports contracts, in addition to emphasizing physical and mental health, encouraging team activities, paying bonuses and salaries to players, have been able to have a great impact on the rules and regulations of the contract. Also, national and international federations have tried to help the growth of the field at the international level by uniting and removing obstacles to the transfer of players and creating an equal structure to improve education and coaching.

Also, by concluding sponsorship agreements with sponsors, the television broadcasting agreements, and clubs, in addition to economic growth and economic prosperity of sports, were able to have a great impact on creating a culture and encouraging people to use mass media and growing companies by advertising. Therefore, in addition to players and clubs, sports contracts have not been able to bring other prominent players into the field.

In this research, we first got acquainted with the concept of sports contracts and parties' main parts or parties to the contract and then analyzed the types and varieties of such contracts. Then, in the last part of the article, we examined the methods of dissolving the sports contract. In summarizing the written material, we came to the conclusion that sports contracts are

among the contracts; if they have similarities to national contracts, due to special regulations, they have a special legal institution and establishment. In international organizations, federations and the sports refereeing court, have greatly contributed to the authenticity and strength of such contracts.

The research conducted in this study showed that one of the issues that are specific to international sports contracts is the conflict between the personal rights of athletes, the clubs' rights, or unions' collective rights. The gradual movement of sport towards professionalization and the development of the relationship between sport, sports assets trade, and human talents have certainly led to the emergence of sporting commercial contracts in the near future.

Contracts, the dimensions of which are also subject to various ambiguities, will not be a way to solve these difficulties, and it is necessary to formulate appropriate sports regulations, both at the national level, the international federations and to adopt efficient and desirable procedures, especially in the executive standards of unions to face the problems of this field and adequately secured the salaries of sports activists, players, and other factors.

Despite the existence of laws and regulations related to contracts, unfortunately, there are few resources on sports law, especially sports contracts, both national and international. Therefore, in the position of providing suggestions for future research, the issues that are considered in the field of sports in the specific meaning of sports, are strongly felt.

Today, as sports are increasing day by day, and they are gaining more legal framework and organizational authority, it is also great to review international organizations that have taken action in the field of sports or specific sports. Also, in the field of comparative science, the regulations governing sports in Iran can be contributed with other countries and written in the form of research, relevant to federations. The significant progress of countries in certain sports can be an important example in sports.

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