

LEGAL PROBLEMS AND PRACTICE OF ONE-SIDED TERMINATION OF A PROFESSIONAL SPORTS COACHING CONTRACT BY A COACH

Toshtemirov Dilshod Oybek ugli
Tashkent State University of Law
Master's student in sports law

E-mail: dilshodtoshtemirov681@gmail.com

INTRODUCTION

In modern professional sports, the relationship between a coach and a sports club (or federation) possesses a complex legal nature and is governed by both labour law and specific norms of sports law. In practice, the unilateral termination of a contract by a club (for example, due to unsatisfactory sporting results) is a common occurrence and has been widely examined. However, the unilateral termination of a contract by a coach has been comparatively under-researched, despite constituting a pressing legal issue that may lead to highly contentious consequences in practice.

The unilateral termination of a sports contract by a coach typically occurs for two main reasons: first, within the framework of “just cause” - for instance, in cases of systematic non-payment of salary by the club or unlawful interference with the coach’s professional activities; and second, “without just cause” - such as when the coach receives a more favorable financial offer. Although national labour laws generally guarantee an employee’s right to terminate an employment contract at their own discretion, in sports law and in the jurisprudence of the Court of Arbitration for Sport, the principle of contractual stability is considered paramount. This creates a legal conflict between national labour codes and international sports law.

The purpose of this thesis is to analyse the legal grounds for the unilateral termination of a sports contract by a coach, the criteria for recognizing such termination as lawful (with just cause), and the legal and financial consequences arising from such actions for the parties involved, including obligations to pay compensation.

METHODS

The following methods were employed in this research:

- (1) comparative legal analysis - to compare approaches to the legal qualification of coaching contracts across different international legal systems;
- (2) doctrinal analysis - to interpret the existing regulatory and legal framework;
- (3) systematic analysis - to determine the structural elements of unilateral termination of coaching contracts and their correlation with labour-law and civil-law frameworks.

RESULTS

As a result of analysing national labour legislation, international sports law norms, and the jurisprudence of the Court of Arbitration for Sport within the framework of this research, the following key scientific and practical findings were obtained regarding the unilateral termination of sports contracts by coaches.

The study demonstrated that domestic labour legislation of various states (including provisions governing the termination of employment contracts at the initiative of the employee) generally guarantees the employee's (coach's) right to resign at their own discretion, subject to the applicable notice period. This rule is based on the principle prohibiting forced labour. However, within the system of international sports regulators such as FIFA and UEFA, the principle of contractual stability (*pacta sunt servanda*) prevails. Consequently, a legal conflict arises: although a coach may lawfully terminate a contract under domestic law, from the perspective of sports law, such conduct may be regarded as a breach of contractual stability without just cause, potentially resulting in severe financial or sporting sanctions.

The analysis of Court of Arbitration for Sport jurisprudence and precedents made it possible to identify circumstances that may constitute "just cause" for the premature unilateral termination of a contract by a coach. According to the findings of this research, the following circumstances are generally recognized by courts and arbitral tribunals as valid grounds in favour of the coach.

First, contract termination may be justified due to the non-fulfilment of financial obligations. This includes situations where a club systematically fails to pay or unjustifiably delays the payment of the coach's salary and bonuses (typically for a period of two months or longer). In such cases, the coach is generally required to provide the club with prior written notice (notice of default).

As a contrasting practical example, reference may be made to the well-known case of Blaž Slišković v. Qingdao Zhongneng F.C., examined by the Court of Arbitration for Sport. In that dispute, the coach argued that he had terminated the contract with just cause due to a 17-day delay in salary payment¹. However, Court of Arbitration for Sport did not recognise this as just cause and emphasized that a short-term delay in fulfilling contractual obligations could not justify breaching the principle of contractual stability.

Second, contract termination may also be justified where club management (such as the president or board of directors) unlawfully interferes with the coach's core sporting authority. For example, mandatory instructions regarding match tactics, squad

¹ Football Legal: [Qingdao Zhongneng Football Club v. Blaz Sliskovic - CAS 2015/A/4158](#)

selection, or decisions on which athletes must participate in competitions have been recognised by Court of Arbitration for Sport as sufficient grounds for contract termination.

Finally, excluding a coach from the team's primary training activities, unjustifiably dismissing the coach's assistants, or restricting access to club infrastructure may also constitute grounds for termination under the doctrine of mobbing or constructive dismissal.

The findings indicate that if a coach terminates a contract on their own initiative, in the absence of any contractual breach, solely for the purpose of continuing their career at another (more prestigious or financially stronger) club, legal liability may arise. In such circumstances, the coach (and, in most cases, the new club as a jointly and severally liable party) is required to pay compensation to the former club. The amount of compensation may be predetermined in the contract through a buy-out clause.

A clear practical example is the 2021 departure of Julian Nagelsmann from RB Leipzig, where he terminated his contract in order to join the more prestigious FC Bayern Munich. As the contract was terminated without just cause, his new club, FC Bayern Munich, assumed joint liability and paid the contractually agreed compensation of €25 million to RB Leipzig².

Where no compensation clause is stipulated in the contract, arbitral tribunals generally determine the amount of compensation based on the principle of proportionality, taking into account the coach's remaining salary under the contract, the expenses incurred by the club in hiring a replacement coach of a similar level, and the actual sporting damage suffered by the club.

Unlike players (particularly football players), coaches who terminate contracts without just cause are less frequently subjected to strict sporting sanctions, such as bans from engaging in sporting activities for a specific period (for example, four to six months). The primary focus is not on punishment, but rather on restoring the economic interests of the injured club through financial compensation.

DISCUSSION

Based on the findings of this study, the following conclusions and recommendations are proposed regarding the legal and practical aspects of contract termination initiated by coaches in professional sports:

The termination of a contract by a head coach often affects the employment of their assistant staff as well. In practice, the signing of separate contracts with each member of the coaching staff frequently creates legal uncertainty. If a head coach terminates a

² The Guardian: [Julian Nagelsmann leaving RB Leipzig to become Bayern Munich manager](#)

contract with just cause, their assistants should also be granted the automatic right to terminate their contracts, which would contribute to greater regulatory certainty and staffing stability within sports organizations.

The analysis also demonstrates that the principle of proportionality is often violated when determining compensation clauses in sports contracts. Excessively high financial penalties imposed on coaches may unjustifiably restrict labour freedom. Therefore, it would be appropriate to introduce legal limitations within national legislation and internal sports regulations to ensure that compensation does not exceed a certain percentage of the coach's annual salary (for example, 50–100%). This would help maintain economic balance between clubs and coaches.

When disputes arise between a coach and a club, immediately referring the matter to Court of Arbitration for Sport or ordinary courts is often inefficient in terms of both time and financial resources. National federations should establish a specialized “Coach–Club Dispute Resolution Chamber” and create mechanisms to ensure the mandatory enforcement of its decisions. This would strengthen the social and legal protection of coaches.

CONCLUSION

In conclusion, the unilateral termination of a sports contract by a coach is not merely an issue of labour law, but rather a complex legal process that must take into account the specific nature of sport (*lex sportiva*). The research demonstrates that:

1. The scope of just cause should be expanded to explicitly include not only financial indebtedness, but also violations of a coach's professional autonomy.
2. A balance between contractual stability and labour freedom can only be ensured through a fair compensation system.
3. Integrating international standards - particularly the approaches of FIFA and Court of Arbitration for Sport into the sports law practice of Uzbekistan would help prevent future violations of coaches' rights and enhance the reputation of the national sports industry