

Unilateral Termination of Athlete Contracts: A Legal Analysis of Club Liability and Athlete Protection in Indonesian Professional Sport

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Abstract

Athlete contracts are central to professional sports, yet disputes frequently arise when clubs terminate contracts unilaterally before their agreed expiration. Such termination may leave athletes without income, career opportunities, insurance coverage, or adequate compensation, particularly where bargaining power is unequal. This article examines the legal consequences of unilateral termination of professional athlete contracts in Indonesia. Employing a normative juridical approach, the study analyzes contractual principles, employment law, sports regulations, and dispute resolution mechanisms. The research argues that the distinctive economic and career characteristics of professional athletes require a more specific framework for evaluating contractual termination. Conventional contractual principles may be insufficient where clubs exercise disproportionate bargaining power or rely upon vaguely defined performance clauses. The article proposes minimum contractual safeguards requiring clearly defined grounds for termination, procedural notice, opportunities for athletes to respond, compensation standards, and accessible dispute resolution. Particular attention is given to termination following injury, declining performance, disciplinary allegations, or organizational restructuring. A balanced approach should protect clubs' legitimate sporting interests while preventing arbitrary termination and ensuring respect for athletes' economic rights. Establishing clearer standards would improve contractual certainty and strengthen the position of professional athletes within Indonesia's developing sports industry.

[Kontrak atlet merupakan hal sentral dalam olahraga profesional, namun perselisihan sering muncul ketika klub mengakhiri kontrak secara sepihak sebelum masa berlakunya disepakati. Pengakhiran tersebut dapat menyebabkan atlet kehilangan pendapatan, peluang karier, perlindungan asuransi, atau kompensasi yang memadai, terutama jika kekuatan tawar-menawar tidak seimbang. Artikel ini mengkaji konsekuensi hukum dari pengakhiran kontrak atlet profesional secara sepihak di Indonesia. Dengan

menggunakan pendekatan yuridis normatif, studi ini menganalisis prinsip-prinsip kontraktual, hukum ketenagakerjaan, peraturan olahraga, dan mekanisme penyelesaian sengketa. Penelitian ini berpendapat bahwa karakteristik ekonomi dan karier yang khas dari atlet profesional membutuhkan kerangka kerja yang lebih spesifik untuk mengevaluasi pengakhiran kontrak. Prinsip-prinsip kontraktual konvensional mungkin tidak cukup jika klub menggunakan kekuatan tawar-menawar yang tidak proporsional atau bergantung pada klausul kinerja yang didefinisikan secara samar. Artikel ini mengusulkan perlindungan kontraktual minimum yang membutuhkan alasan pengakhiran yang jelas, pemberitahuan prosedural, kesempatan bagi atlet untuk menanggapi, standar kompensasi, dan penyelesaian sengketa yang mudah diakses. Perhatian khusus diberikan pada pengakhiran setelah cedera, penurunan kinerja, tuduhan disiplin, atau restrukturisasi organisasi. Pendekatan yang seimbang harus melindungi kepentingan olahraga yang sah dari klub sambil mencegah pengakhiran sewenang-wenang dan memastikan penghormatan terhadap hak-hak ekonomi atlet. Penetapan standar yang lebih jelas akan meningkatkan kepastian kontrak dan memperkuat posisi atlet profesional dalam industri olahraga Indonesia yang sedang berkembang.]

Keywords: Athlete contracts, contract termination, professional sport, club liability, athlete protection

Introduction

Professional sport has developed into an economically significant industry in which athletes provide highly specialized labor through competition, training, promotional activities, media obligations, and commercial appearances. The employment relationship between athletes and clubs is consequently more complex than an ordinary service arrangement because sporting performance is simultaneously an economic product and a condition of continued employment. This complexity becomes particularly visible when a club terminates an athlete's contract before its agreed expiration. Indonesian law recognizes the binding character of agreements through the Civil Code while also imposing mandatory employment protections where a contractual relationship constitutes employment. At the sectoral level, Law Number 11 of 2022 concerning Sports establishes a specialized regulatory framework for sporting activity, but it does not create a self-contained system that eliminates general contract and employment law. The resulting legal question is therefore not whether clubs possess authority to terminate contracts, but under what substantive and procedural conditions that authority can lawfully be exercised (Republic of Indonesia 1847; Republic of Indonesia 2003; Republic of Indonesia 2022). The Indonesian Sports Law establishes the

contemporary statutory framework governing sport, while the employment relationship remains connected to the broader Indonesian labor regime.

Unilateral termination raises a particularly serious problem because professional athletes often occupy a structurally dependent position. Their labor is personal and cannot ordinarily be substituted without affecting the athlete's career identity, while their earning capacity may be concentrated within a relatively short competitive period. A termination therefore produces consequences extending beyond the immediate loss of salary: it may affect registration status, future employment, sponsorships, social-security coverage, medical treatment, reputation, and professional development. International labor scholarship increasingly challenges the assumption that elite athletes fall outside ordinary worker protections merely because their contracts are governed by specialized sporting rules. In the European context, recent scholarship has argued that athletes integrated into organized high-performance programs should be understood as workers based upon the substance of their activities rather than contractual labels (Hassan 2025). Indonesian scholarship similarly demonstrates that football players' contracts are simultaneously affected by *lex sportiva*, Indonesian contract law, and employment legislation (Hatami 2019). These observations support a substantive approach in which contractual termination is examined according to the actual allocation of control, risk, remuneration, and dependency.

Previous studies have addressed related aspects of Indonesian athlete protection but have not sufficiently concentrated on the legal consequences of unilateral termination as an independent doctrinal problem. Hatami demonstrates that Indonesian football-player agreements must be assessed through the interaction between *lex sportiva* and national employment and contract law (Hatami 2019). Safara et al. identify problems concerning delayed payment of football players and emphasize the applicability of employment protections to contractual disputes between clubs and players (Safara et al. 2024). Yustyana et al. reveal weaknesses in athletes' post-career protection, while research concerning esports contracts illustrates how restrictive contractual clauses can create substantial limitations on athletes' professional mobility (Yustyana et al. 2024; Charomain and Gunadi 2025). International literature provides additional insight into contractual stability, transfer regulation, and athlete-employer relations (Blackshaw 2017; Gardiner et al. 2012; James 2017; O'Leary 2017). Nevertheless, a systematic analysis connecting Indonesian contract law, employment termination rules, sports regulation, and club liability remains comparatively underdeveloped. The present study addresses that doctrinal gap. The Indonesian studies cited here confirm that athlete contractual disputes are an emerging area of Indonesian sports-law scholarship.

This article employs a normative juridical research method using statutory, conceptual, and comparative approaches. The statutory approach examines the Civil Code, Law Number 13 of 2003 concerning Manpower as subsequently amended, Law Number 6 of 2023 concerning Job Creation, Government Regulation Number 35 of 2021 concerning fixed-term employment agreements and

termination, Law Number 11 of 2022 concerning Sports, Government Regulation Number 46 of 2024 concerning the organization of sports, and Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution. The conceptual approach evaluates contractual good faith, *pacta sunt servanda*, proportionality, contractual stability, employer authority, and athlete protection. The comparative approach examines international sporting regulation and selected European jurisprudence, particularly cases concerning professional athletes, player mobility, and the legal scrutiny of private sporting rules. This methodology is appropriate because the research does not seek to measure empirical patterns but to construct a coherent interpretation of existing legal norms and identify deficiencies in their application to unilateral termination. Indonesian termination law contains complex rules concerning grounds and compensation, making systematic legal interpretation particularly important (Tsuruga and Wedarantia 2020).

The contribution of this article is threefold. First, it argues that unilateral termination of athlete contracts should not be assessed exclusively through the principle of contractual freedom because professional athletes operate within a structurally unequal employment relationship. Second, it proposes that Indonesian sports law should distinguish between legitimate sporting termination and arbitrary contractual termination by requiring identifiable grounds, procedural safeguards, proportionality, and compensation. Third, it develops a hybrid model of club liability that combines general Indonesian employment and contract principles with sport-specific considerations such as performance standards, injury, registration, disciplinary authority, and career mobility. Comparative sports law demonstrates that contractual stability is not synonymous with absolute employment permanence; rather, it requires a legally controlled mechanism for determining when a sporting organization may end a contractual relationship and what consequences follow (Blackshaw 2017; McArdle 2015; O'Leary 2017). The objective is therefore not to prevent clubs from managing sporting organizations but to ensure that managerial discretion is exercised within predictable legal boundaries.

Contractual Validity and the Legal Limits of Unilateral Termination

The starting point for evaluating unilateral termination is the Indonesian law of contract. Article 1320 of the Civil Code establishes the fundamental requirements for a valid agreement, while Article 1338 provides that a valid agreement binds the parties as law and must be performed in good faith. The binding force of the agreement means that a club ordinarily cannot simply disregard an agreed contractual period because its sporting priorities have changed. At the same time, Article 1338 recognizes that an agreement may be withdrawn for reasons established by law or by mutual consent. Consequently, contractual termination must derive either from an agreed termination clause, a legally recognized ground, mutual agreement, or an applicable statutory mechanism. The distinction is

important because a contractual clause granting a club unrestricted termination power may conflict with mandatory employment protections and the principle of good faith. The Civil Code therefore provides both the foundation of contractual certainty and a normative basis for controlling abusive contractual discretion (Republic of Indonesia 1847; Subekti 2005). The Civil Code expressly states that agreements must be performed in good faith and may not be withdrawn arbitrarily outside legally recognized grounds.

The principle of *pacta sunt servanda*, however, cannot be interpreted in isolation from the employment character of professional sport. Where an athlete performs work under the direction and organizational control of a club in return for remuneration, the relationship may constitute employment notwithstanding the specialized language of the sports contract. Law Number 13 of 2003 defines employment relationships through work, orders, and wages, while Government Regulation Number 35 of 2021 establishes detailed rules concerning fixed-term employment agreements and termination. A professional athlete's contract may legitimately be fixed-term because sporting seasons and competitive cycles have defined durations, but the fixed-term character does not automatically authorize premature termination. If the contract is terminated before its expiration without a recognized legal or contractual ground, the club may incur liability arising from breach of contract and, where applicable, employment-law obligations. The ILO has emphasized that employment relationships should be identified through factual indicators rather than contractual labels, an approach particularly relevant to professional athletes whose contractual terminology may obscure the economic substance of their work (International Labour Organization 2006; Republic of Indonesia 2003; Republic of Indonesia 2021).

The distinction between legitimate termination and wrongful termination should therefore become central to Indonesian athlete-contract regulation. A club may have legitimate reasons to end a relationship, including serious contractual breach, persistent failure to meet clearly established professional obligations, proven disciplinary misconduct, or genuine organizational restructuring. However, the existence of managerial authority does not mean that every sporting disagreement constitutes a lawful termination ground. Performance clauses are particularly problematic because sporting performance is inherently uncertain and may depend on factors outside the athlete's control, including coaching decisions, tactical systems, injury, team composition, and playing opportunities. A vague clause allowing termination whenever the club considers performance "unsatisfactory" can effectively convert a fixed-term agreement into an indefinite discretionary arrangement. Contractual standards should therefore require objective performance criteria, transparent evaluation procedures, and proportional sanctions. Comparative sports law supports this approach by emphasizing contractual stability while recognizing the legitimate interests of clubs and sporting organizations (Gardiner et al. 2012; James 2017; O'Leary 2017).

Club Liability and the Consequences of Premature Termination

Club liability for premature termination should be determined according to the legal basis of the termination and the losses reasonably foreseeable when the contract was concluded. Under Indonesian contract law, breach may generate a right to compensation, specific performance, or termination subject to applicable legal requirements. In an employment context, termination may also trigger statutory compensation and procedural obligations. The interaction between these regimes becomes especially important for professional athletes because contractual salaries may represent only one component of their economic expectations. An athlete may lose performance bonuses, housing benefits, medical coverage, sponsorship opportunities, registration opportunities, and career development when a contract is prematurely terminated. Compensation should therefore be assessed with sufficient attention to the contractual structure rather than merely the final monthly wage. At the same time, compensation should remain legally predictable and proportionate so that clubs are not exposed to unlimited liability. Indonesian law's existing termination framework demonstrates that compensation is already a central legal consequence of employment termination, although its application to professional athletes requires sector-specific clarification (Republic of Indonesia 2003; Republic of Indonesia 2021; Tsuruga and Wedarantia 2020).

Fixed-term contracts create an especially significant issue. Government Regulation Number 35 of 2021 recognizes fixed-term employment relationships and regulates compensation and termination. The regulatory logic is important for professional sport because athletes frequently enter contracts linked to a season, tournament, or predetermined period. If a club terminates such a contract prematurely for reasons not attributable to the athlete, the economic consequences should not automatically be shifted to the athlete. Comparative employment law provides a useful illustration. Spanish jurisprudence has recognized that professional athletes employed under temporary contracts may remain entitled to statutory termination compensation when their fixed term expires, rejecting the idea that their sporting status alone excludes them from general employment protections (Viqueira Pñez and Basterra Hernández 2020). The broader principle is transferable to Indonesia: the temporary and specialized nature of sporting employment may justify tailored rules, but it should not eliminate compensation or protection where termination produces legally recognized economic loss. Such an approach would strengthen contractual stability without requiring clubs to guarantee indefinite employment.

The calculation of damages should nevertheless recognize the reciprocal nature of contractual obligations. If an athlete commits a serious breach that justifies termination, the club should not be required to compensate the athlete as though the termination were entirely without cause. Conversely, where the club terminates without a contractual or statutory basis, the athlete should not bear the entire economic burden. This proportional approach is consistent with the broader logic

of contract law and with international sporting regulation concerning contractual stability. FIFA's Regulations on the Status and Transfer of Players have historically attempted to balance contractual stability with the mobility of professional footballers by regulating termination without just cause and determining compensation and sporting consequences. The 2025 RSTP continued to contain specialized rules governing contractual relationships and transfer consequences, illustrating the importance of predetermined consequences rather than purely discretionary remedies. The legal lesson for Indonesia is not that FIFA rules should automatically become domestic law, but that athlete contracts should similarly establish predictable consequences for premature termination (FIFA 2025; Blackshaw 2017; McArdle 2015).

Injury, Performance, Discipline, and Organizational Restructuring

Termination following injury presents a particularly difficult legal issue because the athlete's inability to perform may be directly connected to the occupational risks inherent in professional sport. A club may legitimately need to maintain a competitive squad, but injury cannot automatically be equated with contractual misconduct. If an athlete suffers an injury during authorized training or competition, treating the injury as a basis for immediate termination would transfer the economic consequences of an occupational risk almost entirely to the athlete. Indonesian employment law has historically recognized illness and injury as relevant to termination but has also established procedural and compensation considerations. The ILO's analysis of Indonesian termination law identifies sickness or injury as a distinct category within the statutory termination framework (Tsuruga and Wedarantia 2020). A sports-specific regime should therefore distinguish between temporary incapacity, permanent incapacity, rehabilitation, and inability to perform essential contractual duties. Before termination is permitted, clubs should ordinarily provide medical assessment, rehabilitation opportunities, and reasonable notice. This model would protect athletes without imposing indefinite employment obligations upon clubs.

Performance-based termination similarly requires careful legal regulation because athletic performance cannot be reduced to a purely objective commercial metric. A club may reasonably expect an athlete to maintain professional standards, attend training, follow tactical instructions, and comply with fitness requirements. However, performance evaluation may involve subjective judgments by coaches and management. A contractual clause permitting termination for "poor performance" without measurable criteria can therefore create substantial legal uncertainty. The appropriate solution is not to prohibit performance clauses but to subject them to requirements of clarity, consistency, and proportionality. Contracts should identify the relevant performance standards, establish how performance is measured, specify who evaluates the athlete, and provide an opportunity to improve where the deficiency is remediable. This is consistent with the broader

principle that contractual powers should be exercised in good faith. Comparative sports-law scholarship recognizes the tension between sporting performance and employment protection, particularly because clubs require flexibility while athletes require contractual stability (Gardiner et al. 2012; O'Leary 2017). The legal problem is therefore not performance evaluation itself, but uncontrolled discretion derived from vague contractual language.

Disciplinary allegations present a different situation because serious misconduct may constitute a legitimate ground for termination. Yet an allegation is not equivalent to a proven breach. The athlete should receive notice of the alleged misconduct, access to relevant evidence, and a reasonable opportunity to respond before the club imposes the most severe contractual consequence. This principle is especially important in professional sport because disciplinary allegations may affect both employment and reputation. A club that immediately terminates a contract based upon an unverified allegation may produce economic and reputational harm even if the athlete is later exonerated. Sporting disciplinary systems may operate alongside employment procedures, but the existence of a federation's disciplinary jurisdiction should not automatically eliminate the club's obligations under employment and contract law. Blackshaw and McArdle emphasize the importance of procedural fairness and specialized dispute resolution within sports governance (Blackshaw 2017; McArdle 2015). Accordingly, Indonesian athlete contracts should establish a procedural distinction between temporary sporting suspension, investigation, disciplinary sanction, and permanent termination.

Organizational restructuring represents perhaps the strongest justification for club-initiated termination unrelated to athlete misconduct. Professional clubs can face financial crises, ownership changes, changes in competition structures, sponsorship losses, or strategic restructuring. Requiring every contract to continue regardless of genuine organizational necessity could undermine the economic sustainability of clubs. Nevertheless, restructuring should not become a general justification for arbitrary termination. The club should demonstrate that the restructuring is genuine, apply objective criteria, provide contractual or statutory notice, and satisfy applicable compensation obligations. The Indonesian employment framework already recognizes organizational and economic grounds as relevant to termination, subject to statutory requirements. The ILO's study of Indonesian severance law demonstrates that termination compensation is closely connected to the legal ground for dismissal, which supports differentiated treatment rather than a uniform remedy (Tsuruga and Wedarantia 2020). For professional athletes, the same principle should apply with additional consideration of career-specific losses, including registration constraints, loss of competitive opportunities, and medical or insurance consequences.

Contractual Stability, Sports Regulation, and Dispute Resolution

The principle of contractual stability occupies a central position in international football regulation because unrestricted termination would undermine the predictability of professional competitions. FIFA's regulatory system historically sought to protect contractual stability by establishing consequences for termination without just cause and by connecting contractual disputes with transfer and registration mechanisms. The Andrew Webster dispute demonstrated how Article 17 of the FIFA transfer regulations could be used to determine compensation following unilateral termination, while the subsequent Diarra litigation exposed tensions between contractual stability and restrictions on player mobility. The Court of Justice of the European Union's judgment in *FIFA v. BZ* confirmed in 2024 that certain FIFA rules concerning early termination, compensation, joint liability of a new club, and transfer certification could restrict worker mobility and competition in ways requiring legal justification (Court of Justice of the European Union 2024). These developments demonstrate that contractual stability is important but cannot operate as an unlimited regulatory shield.

The *Bosman* judgment provides an earlier illustration of the same principle. The Court of Justice held that professional football rules concerning player movement could fall within the legal framework governing the free movement of workers. The case transformed the relationship between sporting autonomy and general economic law by demonstrating that private sporting rules can have consequences beyond the internal governance of competitions (Court of Justice of the European Union 1995). Subsequent decisions such as *Lehtonen*, *Olympique Lyonnais v. Bernard*, and *Meca-Medina* further demonstrate that sporting rules may be subject to legal scrutiny when they affect economic activity, worker mobility, or competition. The significance for Indonesia is methodological rather than jurisdictional. Indonesian courts and regulators need not apply European Union law, but the comparative cases demonstrate that sports organizations cannot assume that private regulatory authority places their rules outside ordinary legal principles. Sports autonomy should instead be regarded as functional autonomy subject to mandatory national law and proportionality (Blackshaw 2017; James 2017). The European cases cited here establish the principle that professional sport remains legally accountable when sporting rules produce economic or employment effects.

Indonesian dispute resolution should therefore provide athletes with an effective mechanism for challenging unilateral termination. Law Number 30 of 1999 establishes arbitration and alternative dispute resolution as legally recognized mechanisms, while Law Number 11 of 2022 provides a specific framework for resolving sports disputes. The existence of specialized sports mechanisms is valuable because arbitrators with knowledge of sports contracts may be better positioned to understand issues such as registration, competition schedules, performance obligations, and transfer arrangements. Nevertheless, specialization

should not come at the expense of procedural fairness. Athletes should have reasonable access to representation, impartial decision-makers, transparent procedures, interim measures, and enforceable remedies. The imbalance of bargaining power also requires careful scrutiny of mandatory arbitration clauses included in standard-form contracts. Comparative scholarship on sports arbitration emphasizes that athletes may consent formally to arbitration while possessing limited practical ability to negotiate the forum or procedural rules (McArdle 2015). Indonesia should therefore develop athlete-contract dispute mechanisms that combine specialized expertise with meaningful procedural protection. Law Number 30 of 1999 expressly recognizes arbitration as a legally binding alternative mechanism, but its use in sports contracts must remain consistent with Indonesian legal requirements.

A coherent Indonesian framework should ultimately require clubs to demonstrate both substantive and procedural justification before terminating a professional athlete's contract. Substantively, termination should rest upon a clearly identified contractual or statutory ground, such as serious breach, proven misconduct, objectively established incapacity, or genuine organizational restructuring. Procedurally, the athlete should receive written notice, an explanation of the allegations or reasons, an opportunity to respond, and access to an independent review mechanism. Financial consequences should then be determined according to the remaining contractual value, statutory compensation, foreseeable losses, and the athlete's contribution to the club, while avoiding disproportionate enrichment. Such requirements would not eliminate managerial discretion. Instead, they would convert discretion into accountable decision-making. The approach is consistent with Indonesian contract law's emphasis on good faith and with international developments emphasizing contractual stability and proportionality. It would also reduce uncertainty for clubs because standardized termination procedures would make legal consequences more predictable. In this respect, athlete protection and club interests are not inherently antagonistic; both benefit from a regulatory environment in which termination decisions are transparent, justified, and legally reviewable.

Conclusion

Unilateral termination of professional athlete contracts in Indonesia should be understood as a legal problem situated at the intersection of contract law, employment law, and sports regulation. The binding force of agreements under the Civil Code provides a strong basis for contractual stability, while Indonesian employment legislation establishes mandatory protections concerning termination and compensation where the athlete-club relationship constitutes employment. The specialized character of professional sport does not justify unrestricted contractual discretion. Injury, declining performance, disciplinary allegations, and organizational restructuring may constitute legitimate grounds for termination, but

each requires a distinct legal analysis. In particular, vague performance clauses and unilateral termination powers create significant risks of abuse where athletes possess weaker bargaining power. Club liability should therefore be determined according to the existence of a valid contractual or statutory ground, compliance with procedural requirements, the proportionality of the termination, and the economic consequences imposed upon the athlete. The objective is not to guarantee permanent employment but to ensure that the termination of a professional sporting relationship occurs through legally accountable mechanisms.

A stronger Indonesian regulatory framework should establish minimum contractual safeguards applicable to professional athletes across major sporting disciplines. Athlete contracts should clearly define termination grounds, notice requirements, disciplinary procedures, injury protection, medical assessment, compensation, insurance, and dispute-resolution mechanisms. Sporting organizations should retain authority over legitimate technical and competitive matters, but that authority should operate within mandatory national employment and contract law. Comparative developments in international football demonstrate that contractual stability must be balanced against legitimate sporting interests and broader legal principles governing worker mobility and competition. The 2024 *Diarra* judgment is particularly instructive because it demonstrates that even sophisticated private sporting regulations may become legally problematic when their consequences excessively restrict professional mobility. Indonesia should consequently develop a hybrid framework in which sports-specific regulation supplements rather than displaces general legal protection. Such a framework would strengthen athletes' economic security, reduce contractual disputes, and simultaneously provide clubs with clearer and more predictable standards for lawful contract termination.

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