



## Cooperation Contract between Players and Club in Indonesian Futsal League (A Case Study on Netic Ladies Cibinong)

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### **Abstract**

The implementation of Indonesia Futsal League cannot be separated from an agreement between players and club stated in a cooperation contract, including the cooperation contract between club and underage players occurred in Woman Pro Futsal League on a club named Netic Ladies Cibinong. The case relates to the Article 1320 concerning the legal terms of an agreement in which the subjective requirement of an agreement cannot be fulfilled and Law No. 13 of 2003 concerning Employment in Article 52 Paragraph (1) Point c. In this study, normative empirical law study is used in which the researcher observed the reactions and interactions occurred when the norm system worked in the society. As a result, it is found that (1) the implementation of cooperation contract has followed the Regulation of FIFA, Football Association of Indonesia (PSSI)/ Indonesian Futsal Federation (FFI), as well as the regulations of applicable laws because children are represented by parents or trustee in making the agreement. However, in fulfilling the responsibilities and rights stated in the cooperation contract between underage players and Netic Ladies Cibinong, the club has not fulfilled them yet because of technical and non-technical factors; (2) the pattern of dispute settlement occurred has been based on the Regulation of FIFA, Football Association of Indonesia (PSSI) or Indonesian Futsal Federation (FFI), and the regulations of applicable laws which is through non-litigation path, in this case through NDRC (National Dispute Resolution Chamber) or CAS (Court Arbitration of Sports). However, a particular pattern of dispute settlement between underage players and club is not specifically mentioned.

**Keywords:** Contract; Cooperation; Implementation

### **Introduction**

Futsal was once popularized in Motevideo, Uruguay, in 1930 by Juan Carlos Ceriani. The world futsal championship was firstly held in Sao Paolo, Brazil in 1982 with Brazil as the winner. Along the times, futsal as one of the kinds of sport develops significantly; the hegemony and excitement of futsal is almost the same as football (Khoriri, 2018). In Indonesia, futsal was once introduced in the mid of 2000s, and then Indonesian Futsal League was held in 2006 under Indonesian Futsal Federation. Then, in 2016, futsal in Indonesia experienced the awakening point

and the development, and then it changed the name into Pro Futsal League (PFL) which became the highest caste in Indonesian futsal.

Pro Futsal League is divided into two categories, i.e. for men (Professional Futsal League) and for women (Women Futsal League). Since that, many club owners and investors are interested in establishing and developing a club in order to join the Indonesian Futsal League. They even look forward to reaching the target and the ruler of futsal in Indonesia. Because of the reasons, a healthy management in financial and players with good quality who can achieve good achievement are necessarily needed.

In hiring players in a club, the quality of players should be concerned. Besides, the club should follow the rules formulated by Indonesian Futsal Federation (IFF), Football Association of Indonesia (PSSI), AFC (The Asian Football Confederation), FIFA (The Federation International De Football Association), Indonesian Futsal League (IFL), as well as other rules that do not oppose Indonesian Positive Law.

R. Soebekti states that an agreement is an event in which someone promises to another person or two people promise each other to do a particular thing.<sup>1</sup> Based on Article 1313 of Indonesian Civil Code, an agreement or approval is an action in which one person or more people tie themselves on another person or other people. However, it is questionable when a club hires underage players to do a cooperation contract, specifically to play in a professional-scale league which occurs in many clubs for women (Women Futsal League). Most club participants of Women Futsal League have underage players with an employment contract. Then, the focus in this case is whether the cooperation contract between underage players and club is legal according the positive law in Indonesia since it is stated in Article 1320 concerning the legal term of agreement and Civil Code that the age for men is 21 and for women is 19. Then, compared to the article, the subjective requirement of an agreement is not fulfilled.

Furthermore, Law No. 13 of 2003 concerning Employment in Article 52 Paragraph (1) Point c states that employment agreement is created based on the ability or skills in doing a law action. In term of the contract of underage players, it has obviously violated the regulations of Employment Law. Article 68 also states that entrepreneur is prohibited to employ children. On the other hand, in term of developing children's talents and interests, they can be employed as stated in Article 71 which states that children can do a work to develop their talents and interests. In Indonesian Futsal League, it has been stated that talent and interest development is the priority to achieve the victory and to bear players with good quality in the future. However, it should be considered which may cause any problems in the future.

Then, whether the implementation of cooperation contract between underage players and club has followed the positive law in Indonesia has to be taken into consideration based on Civil Code, Law of Employment, Law of Child Protection, and Regulation of Indonesian Futsal Federation. To develop the quality of Indonesian futsal competition, further study ensuring that clubs do not violate the applicable law in Indonesia is required. Regarding the background study aforementioned, the researcher is interested in studying "The Cooperation Contract between Players and Club in Indonesian Futsal League (A Case Study on Netic Ladies Cibinong)".

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<sup>1</sup><http://everythingaboutvanrush88.blogspot.com/2015/05/pengertian-kontrak-dan-hukum-kontrak.html>, accessed on August 1, 2018.

## **Research Method**

In this study, a normative empirical law study is used (Diantha, 2016). Normative study is aimed at analyzing any positive laws in Indonesia and regulations in Indonesian Futsal Federation relating to the cooperation contract between players and club and the patterns of dispute settlement occurred. Besides, this study also explores the jurisprudence and doctrines related to cooperation contract (Irianto, 2009). Empirical study is aimed at studying and observing directly the implementation of law regulations in the field from the interviewees and respondents (Marzuki, 2017). In this study, the method used is statute approach, conceptual approach, and sociology approach (Soekanto, & Mamudji, 2001). The type and law sources used are primary data in the forms of respondents and informants and the secondary data are in the forms of primary, secondary, and tertiary legal materials. The technique of collecting data consists of literature study conducted through interview for primary data and document study for secondary data (Ibrahim, 2006).

## **Discussion**

### *1. Cooperation Contract between Players and Club*

Regarding Civil Code Article 1313, an agreement is an action in which a person or more people bound themselves to another person or others (Simanjuntak, 2017). Within the agreement or contract, some legal terms of agreement are stated based on Civil Code in Article 1320. Moreover, Article 1315 of Civil Code states that “Generally, someone cannot do an engagement or agreement, except for himself/ herself”. Then, it can be interpreted that the underage children can engage themselves into an agreement, including an agreement of cooperation. However, Article 1317 of Civil Code states that an agreement can be created for the third party’s business. If an agreement is created for himself or a present to another person, it includes such requirements. It means that in implementing an agreement between children and club, children can be represented by their parents or trustee.

In cooperation contract between players and Netic, the requirements stated in Article 1320 have been fulfilled. On the other hand, if it is looked into the cooperation contract between underage players and Netic, the subjective requirements have not been fulfilled yet because Article 1329 of Civil Code states that “*Everyone has power to make engagement, except she/ he is stated as incapable of it*”. Because the cooperation contract in sport is a professional job, children are obviously placed as the employees.

In Article 1 Paragraph 3 of Law No. 13 of 2003 concerning Employment, it is explained that laborers are everyone who works with obtaining salary or wage in other forms. Basically, either players or club in the cooperation contract has rights and responsibilities which become work relationship after employment agreement is hold. Furthermore, Article 1 Paragraph 14 of Employment Law states that employment agreement is an agreement between employees/ laborers with entrepreneur or employer, involving the requirements of work, rights, and responsibilities of the parties. In this case, the employment agreement created is a written employment agreement in which Employment Law Article 52 Paragraph (1) gives some requirements: (1) agreement from both parties; (2) ability or skills in doing the law actions; (3) the employees who will be employed exist; (4) the work done does not violate the public order, morality, and applicable law regulations.

In term of making law action, a child absolutely cannot make any employment agreement with any parties, but the main emphasis for those who are employed in a work is regulated in

Article 68 stating that entrepreneurs are prohibited to employ children with some exceptions mentioned in some articles. Moreover, this law also emphasizes the involvement of children's parents or trustee in the written permission and the procurement of employment agreement as the representative of the children as stated in Article 29 Paragraph 2 of Employment Law. Then, work allowed for children is a work which can develop their talents and interests. In this case, futsal can develop children's talents and interests.

Regarding the employment contract in futsal industry in Indonesia, including employment contract between underage players and a club, it can be assumed that children are involved in economic exploitation even though it is a way to develop children's talents and interests in sport, especially in futsal industry. If it refers to Law No. 35 of 2014 concerning the Amendment of Law No. 23 of 2002 concerning the Child Protection in Article 13 Paragraph (1) point b, it is stated that every child within the nurture of parents or trustee has a right to get protection from economic and or sexual exploitation. In this case, the country is also responsible to guarantee the child protection from economic and/or sexual exploitation as stated in Article 59 of Law of Child Protection.

On the other hand, Article 31 Paragraph (1) point c concerning Players states that only professional players who can play in PFL (Pro Futsal League). Then, it is obviously the responsibility of a club and players to have employment agreement or cooperation contract to fulfill the requirements as the professional players in Indonesian Futsal League. Considering the standard of contract of players recommended by FIFA, the standard of contract of players is an underhanded contract. Salim et al. reveal that the underhanded deed is a deed created by some parties. The deed can be categorized into three types; one of which is the underhanded deed in which the parties involved sign the contract on the stamp (without the involvement of public officials).<sup>2</sup> It means that only the parties can be involved in the agreement who can make the agreement without any involvement from either public officials (notary) or Indonesian Futsal Federation.

The period of cooperation contract between players and club in Indonesian Futsal League is relatively short since the league is only held within 5 to 6 months whereas the period of agreement between players and club is only within 6 to 7 months, depending on the needs of the club to prepare training center in facing the league. Then, in the contract of agreement, causes of laws, rights and responsibilities as well as the behavior of parties engaged in the contract in this case, will occur. In the standard of contract formulated by Indonesian Futsal Federation, the players' responsibilities are stated in Article 5 concerning the Responsibilities of Players in Professional Players' Contract Standards.<sup>3</sup>

From the aforementioned explanation, the standard of contract formulated by Indonesian Futsal Federation should be the references for the clubs as the participants of Professional League in Indonesia, including Netic Ladies Cibinong as the participants of Women Pro Futsal League. In this case, there is no change on the standard of contract set by Indonesian Futsal Federation in term of the cooperation contract done by Netic with a player. Instead, an additional right is added, such as the right of getting tuition fee for those who play for Netic.<sup>4</sup>

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<sup>2</sup> Salim HS et al., *Designing a Contract & Memorandum of Understanding (MoU)*, Fifth Print, First Edition, Sinar Grafika, Jakarta, 2011, page 16.

<sup>3</sup> Indonesian Futsal Federation, *Standard Contract Employment for Players, Pro Futsal League Special Rules*, 2017.

<sup>4</sup> Teguh Hariyadi, *Standard Contract Employment for Players and Club*, an interview in Cibinong, on February 21, 2019.

Looking at the cooperation contract between club and underage players, legally, there is no difference with the cooperation contract owned by professional players in terms of rights and responsibilities of players. The only difference is on the letter of statement created by parents of the underage players with the club. Although it does not violate the Law No. 13 of 2003 concerning Employment in Article 69 Paragraph (2) point b stating that entrepreneur who employs children on easy job has to do the employment agreement with parents or trustee. On the contrary, job as an athlete, especially professional futsal athlete, is not an easy job for a child. Thus, the rights for underage players have to be involved in the cooperation contract which is made with the club.

## 2. *The Implementation of Cooperation Contract*

To implement the cooperation contract, in term of players' right fulfillment, the main point to be fulfilled by the club is to pay the contract fee as the early payment of the players based on the value of agreement agreed by any parties, either the agreement between club and players or parents or trustee of the underage players, in the signing of cooperation contract for underage players.<sup>5</sup> It has been stated in the cooperation contract made by some parties in Article 4 concerning the Value of Agreement and the Way of Payment. Thus, before the club pays for the contract payment, the players who will be contracted by the club should fulfill the requirements of passing medical and physical test and after the signing of contract.

In this case, Ferdinan Bangun as parents of an underage player (Dhea Febrina Bangun who is then called Dhea) revealed in this study that not long after the signing of the contract done by his wife and him, the club directly did the payment of early income of the player (fund of contract) which was transferred to their bank account as well as the payment evidence as the payment slip of contract value. Furthermore, in fulfilling the underage players' rights, the players have to do their responsibilities to the club. In this case, the fulfillment of responsibilities should refer to the clause of players' contract. However, in this case, the responsibilities of underage players can be divided into training and match. Besides those activities, there are also other responsibilities regulated by the club, such as maintaining good reputation of the club and maintaining personal health.

In term of training and match stated in the cooperation contract, the players are responsible for following all matches, training programs, and other preparations for match (Article 5, point b). Teguh Hariyadi explained that the effectiveness of holding training during the league is about three days in a week, but it can also be tentative due to the schedule of match that will be done by Netic as well as the venue (location). Regarding the Law of Employment, the working hours for children is maximally three hours a day and done during the day so that it will not disturb the school time (Article 69, Paragraph 2, point c and d). In this case, Netic holds training in the afternoon after all school stuff is finished by the underage players as well as other players (who have been competent in law). Furthermore, Dhea revealed that the training is held in the afternoon with conditional period of time.

In term of Article 72 of Law of Employment, it is stated that the place to work for children and adult employees should be separated to avoid the negative impacts caused by interaction or relationship between children and adult employees. However, in its implementation, what is stated in Article 72 of Law of Employment is unlikely to be implemented since children and adult players should be united as a team in the training. In other words, it is impossible to

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<sup>5</sup> Teguh Hariyadi, *Implementation of Cooperation and Employment Contract*, an interview in Cibinong, on February 21, 2019.

separate the place of training for children and adult players because their working place is on the field when a match is held.

The schedule of match for WPFL follows the schedule held by PFL held every weekend (Saturday and Monday) and held in some cities in Indonesia. Besides, every weekend, the club will conduct 2 matches. If in 2015 and 2016 group system and final four on WPFL were used in which league of each club had only played for two weeks within a month causing 2-week space from the match which had been held with the next match, the system of league in 2017 became full competition system in which each club owned a schedule which was quite unstructured. Sometimes, a club had two-week match continuously and it was held in different cities.

In this case, all trainings done by Netic Ladies Cibinong are held in another city because Netic never proposes itself as the host. Before the first match in every week, every club will have a chance to do field trial and official training in the field which becomes the venue of the match. It is also included in the right of every club as stated in Article 20 of Special Regulation of Pro Futsal League. It means that the clubs should have been in the city which will be the host of the match before the first match of every week is held. Teguh Haryadi explained that in every match done by Netic in some cities which become the host of the match, the Netic team has come to the city a day before the match. However, the right to do trial on the field and official training cannot be done because the club does not want to disturb the learning activities of the players in school with the team's schedule of departure to the intended city. As a result, the team's departure has to wait for the players' learning activities end.

Not only before the match, but spends it also long time after the match because the first match of each week in WPFL is held at 18.00 WIB after the last match of PFL and the second match ends. In Article 80 of Law No. 13 of 2003, it is stated that entrepreneur is responsible for giving a sufficient chance for the employees/ labors to do prayers obliged by each religion. The sufficient chance refers to the provision of a place to do prayer which possibly makes them do their prayer well.<sup>6</sup> Moreover, the chance can be interpreted as time which means that the club is responsible for giving a chance for the players to do the obliged prayers.

In addition, Article 81 states that the labors who are in period and in pain should tell the employer so that they are not responsible to work in the first and second day of the period. It should become a consideration since the underage players will experience their period for the first time. In this case, Dhea revealed that during the period time, she told the club. As a result, she was forbidden to do training. However, for the match, it depends on the need of the club by considering the decrease of playing hours from the common hours because futsal is a sport requiring a lot of movements which may cause unintended things for women.

With the high intensity of match, it is likely for players to be exhausted which can lead to injury during and after the match. Most players once get minor or severe injured causing them step aside from the field up to the end of the season. Besides causing loses for particular players, the injured players can give impact on the club. When a player gets quite severe injury, she/ he will require a lot of money to be operated which needs longtime healing. In this case, regarding the standard of contract of players, the player's salary will be paid even though they cannot do their responsibilities for a particular time caused by the injury obtained during the activity or instruction from the club (Article 4, Standard of Contract of Players).

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<sup>6</sup> Hardijan Rusli, *Employment Law 2003*, First Print, Ghalia Indonesia, Jakarta, page 113.

In Netic Ladies Cibinong, underage and senior players who have injury will get the same treatment. Furthermore, according to Teguh Haryadi, if a player has to have ACL injury requiring a lot of money and long healing time by assuming that they cannot be cured until the end of the season of competition or more than the expired of the employment contract, the club will negotiate it with the player and parents or trustee even though the contract of the club is responsible for giving insurance. However, because the cost of healing spends a lot of money, a club like Netic is likely to suffer Financial Fair Play to warrant the cost of operation and healing for a player. In this case, severe injury which needs a break time until the end of season will not break the contract of the players unilaterally and will fulfill some of the rights of the players until the employment contract is expired.

Besides achieving salary for the players, a bonus of appreciation for the whole team or individual achievement will be given. In every victory or draw in each match, the club will give bonus to all players, including those who are not involved in the structure of match done. In this case, the amount of bonus will be agreed by the management of the club. Moreover, additional bonus known as individual bonus (bonus of player's performance) will be given when a player can score a goal or create assist. In the contract, the club is responsible for paying the bonus every 7 days after the match is done. However, in Netic, bonus will be paid along with the monthly salary of the players. Then, what makes additional value from the contract of players is a facility in a form of tuition fee for SKS and other cost within a year. The cost will be obtained by those who are still students (underage players) and players who have been in a collage.

Next, another consideration that should be concerned relates to Article 69 of Law No. 13 of 2003 stating that entrepreneur employs children on easy job. On the other hand, working as a futsal athlete cannot be assumed as an easy job for children because they are sued to do training and having match in which the oppositions are not only children, but also senior players which can harm their safety. In other words, no one can guarantee that there will be no incident in the match even though as a futsal athlete is a work which can develop children's talents and interests as stated in Article 71 of Law of Employment.

### *3. The Pattern of Dispute Settlement if Default in Cooperation Contract Occurs*

#### *a. Dispute Appearing in the Cooperation Contract*

In its history, Indonesian Futsal League is followed by dozens of clubs from various areas. There are clubs which pioneer up to the highest level of the league by having match with Nusantara League while others do accusation or merger toward a club promoting to Indonesian Futsal Federation with quite high financial.<sup>7</sup> However, there is no guarantee that clubs which newly promotes to Indonesian Futsal Federation will stay in the last standings or not be able to financially survive because the season of competition spends much money. Thus, it becomes the main factor making some clubs which recently promote sell slot (accusation) off their clubs to other parties.

A problem then occurs to the fate of the players whose club is acquired, whether to continue or end the contract because the party who acquires a club will look for players who can give achievement. Another main problem is the financial strength of the party who acquires or mergers the club. There are some clubs which are acquired, but they finally cannot survive in case of financial and team maturity. As an example, Pegasus FC Sambas which acquired SFC Planet Sleman had to face internal and financial crisis. Another example is IAIS Soreang on WPFL

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<sup>7</sup> Dwi Anggoro, *Issues in the Indonesian Futsal League*, an interview in the Office of Media Bolalob, Jakarta, on February 20, 2019.

which had to have similar crisis because the club could not import players with good quality and only relied on local players (academy) who majority were underage players. As a result, the club never won the victory during the WPFL Season 2017.

The financial problem finally leads to another bigger problem, such as the unpaid players' salary. In this case, Pegasus FC had to face the problem. The unpaid salary caused players rejected to do the match that finally led to the club disqualification in the league even though the league was in process. The players who rejected to play had to be punished. In this case, the one to blame was the club because the players sued their unfulfilled right to the club.

Besides those problems, a dispute relating to the cooperation contract of players can occur because it is influenced by some factors from the players, such as:<sup>8</sup> (1) players do not read the content of cooperation contract; (2) players do not understand the content of the contract created; (3) players do not receive or ask for the copy of the cooperation contract. Because of those factors, players do not know how far their rights and responsibilities. Most players only know that they have to do training and match, and then they get salary and bonus. As a result, when a problem with the club appears, they do not know how far they can sue the club which can be submitted to Indonesian Futsal Federation as the highest level. On the other hand, they have done the basic problem, i.e. knowing nothing about their rights and responsibilities.

#### *b. Patterns of Dispute Settlement if Default Occurs*

Legal issues appear can be solved through litigation and/ or non-litigation path. The procedure in litigation path is more formal and technical, producing a deal relating to win-lose, requiring expensive cost, not responsive and causing hostility among the disputing parties. As a result, people look for another alternative, such as the settlement of dispute outside the formal court which is called as "Alternative Dispute Resolution" or ADR.

Regarding the Law No. 30 of 1999 concerning Arbitrate and Alternative Dispute Resolution, Alternative Dispute Resolution is an institution of dispute resolution outside the court based on the agreement among the parties by neglecting the dispute resolution through litigation in the court. In Article 7 of Law No. 30 of 1999, it is stated that the parties can agree that a dispute occurs or will occur among them to be resolved through arbitrate. Furthermore, Law No. 2 of 2004 concerning Dispute Resolution of Industrial Relationship states that there are some ways to resolve the dispute, either it relates to industrial dispute, interest dispute, and many more, such as: (1) Bipartite Negotiations; (2) Mediation; (3) Consolidation. Since futsal is a part of sport in National Sport System, the patterns of dispute resolution stated in Article 88 of Law No. 3 of 2005 concerning National Sport System should be concerned.

In the sport world, there is a law system known as *Lex Sportiva* known as a law system which is not in the national and in international law system, but it enters the area of international law system.<sup>9</sup> A. Rigozzi assumed that *Lex Sportiva* is a series of private norm law taken from the interaction between sport law norms and general principles which are suitable with the law system of the country as it is realized in a form of sport arbitrate.<sup>10</sup> In this case, the applicable law in football/ futsal world is national and international scope. Internationally, FIFA Statute and other regulations, while nationally, PSSI Statute and other regulations under it. Besides, in

<sup>8</sup> Ahmad D., *Disputes in Cooperation and Employment Contract for Players*, an interview in the Office of Indonesia Futsal Federation, Jakarta, on February 25, 2019.

<sup>9</sup> Hince Panjaitan, *State Sovereignty vs. FIFA Sovereignty in Professional Football Competition to Promote Public Prosperity*, 2011, Gramedia Pustaka Utama, Jakarta, page 135.

<sup>10</sup> *Ibid.*, page 149-150.



national scope, positive law like Law of National Sport System is not neglected. However, *Lex Sportiva*, in which Infield/ *Lex Ludica* and Outfield of football/ futsal are within it, only having a power on football/ futsal scope.

In FIFA, there are some agencies formed to resolve problems in the employment agreement, such as: (1) CAS (Court of Arbitration for Sport); (2) DRC (Dispute Resolution Chamber); (3) NRDC (National Depute Resolution Chamber). On the other hand, in Article 65 of Football Association of Indonesia (PSSI) Statute of 2018, it is stated that all parties are not allowed to propose any disputes to the Local Court. Every dispute should be proposed to the FIFA or Football Association of Indonesia (PSSI) jurisdiction. It means that in resolving the dispute in football or futsal world, win win solution should be achieved; therefore, there will not be parties who feel disadvantaged. On the other hand, the dispute can also be proposed to Local Court as the last choice. Moreover, FIFA Statute does not want the involvement of country, including the juridical organ. As a result, arbitrate becomes the most logical choice for the parties to resolve the dispute.

In the Special Regulation of Pro Futsal League, it does not mention the patterns of the dispute resolution in details. It is only stated in the attachment of Standard Contract of Players in Article 13 concerning Dispute Resolution stating that “The parties agree to resolve any disputes occur from or in the relationship with the agreement as well as its implementation which will be carried out to NDRC or CAS by referring on the regulations made by Indonesian Futsal Federation/ PSSI and FIFA”. On the other hand, Article 65 of Football Association of Indonesia (PSSI) Statute of 2018 states that all parties are not allowed proposing any disputes to Local Court. Every dispute appears should be proposed to jurisdiction of FIFA or Football Association of Indonesia (PSSI). It means that the dispute settlement in either football or futsal world should produce win win solution; thus, there will not be any parties who feel disadvantaged. Then, if the dispute is proposed to Local Court, it is only as the last choice to resolve the dispute occurs. In addition, FIFA Statute does not want the involvement of the country, including the judicial organ. Thus, arbitrate becomes the most logical choice for the parties to resolve the dispute.

Then, if underage players involve in a dispute with the club, how is the resolution? Law No. 21 of 2000 concerning Employee Union/ Labor Union and Law No. 2 of 2004 concerning Dispute Resolution of Industrial Relationship do not state exactly the law protection for child laborers involved in a dispute, meaning that the law is similar with the law for adult laborers. In the contrary, Article 13 of Law No. 35 of 2014 concerning Amendment towards Law No. 23 of 2002 concerning Child Protection states that children under the nurture of parents or trustee have the right to be protected from unfair treatment, including when the children’s rights in the employment contract of players are not fulfilled by the club. Article 59 of this law also states that the government is obliged and responsible for giving special protection to children facing the law.

Either in football or in futsal, none of the industries expect to have a dispute. However, it is likely in the future to have such dispute caused by a particular person. In this case, PSSI in its statute gives sanctions for those who cause any disputes. It has been stated in Article 63 concerning Sanction of Discipline for natural person, law entity or any agencies which obey the statute of PSSI. The sanction imposed has to be based on the consideration from the discipline committee formed by Indonesian Futsal Federation. Besides, the sanction is a warning for all futsal players in order to get deterrent effect, so the rules in the process of league can run as planned in-field and out-field.

## Conclusion

The implementation of cooperation contract between players and club has matched the regulations of FIFA, PSSI/ FFI, and Civil Code Article 1317 and Article 1320, and Article 69 of Law No. 13 of 2003 concerning Employment which involves parents/ trustee of the players in making the cooperation contract. However, the rights and responsibilities as stated in the cooperation contract between underage players and Netic Ladies Cibinong have not been fully implemented yet because of technical and non-technical factors, such as the fulfillment of children's rights relating to working and school hours which cannot be fulfilled at some time. Besides, the cost of health insurance and pension fund cannot be fulfilled by the club. However, in the cooperation contract, there is additional clausal becoming additional value of this cooperation contract, i.e. the fulfillment of tuition fee for players (Article 4 letter f in Employment Agreement of Players).

In the dispute settlement in cooperation contract between players and club, non-litigation path was conducted based on the regulations of FIFA, PSSI/ Indonesian Futsal Federation (FFI) which was proposed to NDRC (*National Dispute Resolution Chamber*) or CAS (*Court Arbitration of Sports*) as stated in the cooperation contract of players and the ways to solve the disputes in the applicable law regulations. However, in fact, its implementation is commonly conducted through the mediation because the disputes occurred between players and club in term of rights and responsibilities fulfillment are not much. Besides, any disputes in the employment contract between underage children and Netic Ladies Cibinong never occur.

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