

This form must be submitted in 3 copies to the budget control authority. Once they approve the form, 2 copies will be given back to the club, one copy will stay in the club and the 3rd copy will be given to the coach.

התאחדות לכדורגל בישראל

THE ISRAEL FOOTBALL ASSOCIATION

www.football.org.il



"Say yes to fair and clean football"

Appendix A

to Budget Control Regulations

**COACH AGREEMENT FORM
FOR THE SEASON OF 2019/20**

Made and entered into on the _____ day

of the month of _____ of the Year

- Between -

TIME: _____

Address: _____

Form of incorporation: _____

Corporation number: _____

(hereinafter : "**the Club**")

- And -

The Coach _____

Address: _____

I.D. number _____

(hereinafter referred to for the sake of brevity: "**the Coach**")

Whereas: the Club is a member of the Israeli Football Association (which shall be called "**The Association**"); and

Whereas: the parties have reached an agreement on employing the Coach as the Club's coach; and

Whereas: the Club and the Coach wishes to set the terms of the Coach's employment by the Club; and

Whereas: The parties wish to specify the rights and obligations of each party towards the other, all subject to the codices of the Association;

Therefore it has been Agreed, Stipulated and Declared Between the Parties as Follows:

1. The Preamble and Nature of the Agreement

- a. The preamble to this Agreement comprises an integral part thereof.
- b. The purpose of this Agreement is to set the terms, the obligations and the rights of the parties to this Agreement in all that relates to the employment of the Coach in the service of the Club during the period of this Agreement, as derived from the directives of the Association's regulations, as shall be determined by the Association from time to time.

2. The Parties' Declarations

- a. The parties declare that this Agreement has been arranged in accordance with the Association's Budgets Control Codex (hereinafter - "**the Codex**"), and subject to all of the other regulations of the association, as shall be determined by the Association from time to time.
- b. The parties declare herewith that any of the provisions of clause 9 of this Agreement (or another provision) that shall contradict the provisions of the codex and/or the other provisions of this Agreement and/or shall deviate from the directives of the codex, shall be deemed null and void.

3. The Coach's Obligations

The Coach hereby declares and undertakes as follows:

- a. To devote his best efforts, skills, talent and professional ability to fulfill his position as Coach of the Club, which shall include keeping the Club's secret and confidential, being loyal to the Club and not accepting benefits from any party except the Club in respect of his activities in the Club.
- b. Not to enter into negotiations, during the period of this Agreement, with any other club in Israel or outside of Israel, unless he has received prior written permission from the Club after he has notified the Club, in writing, of his wish to do so.
- c. Not to demand and/or not to receive, during the period of this Agreement, from the Club or from anyone on its behalf, any payment of any kind whatever, whether in money or money equivalent, whether directly or indirectly, in excess of the payment specified in Clause 6 below.
- d. Not to demand and/or not to receive during the period of this Agreement, net payments from the Club.
- e. Not to demand and/or not to receive from the Club during the period of this Agreement and in respect hereof, supplementary Income Tax and other compulsory payments, in excess of the Income Tax and other compulsory payments which are deducted by law from his income by the Club in accordance with the provisions of this Agreement.
- f. Not to sign any additional agreement with the Club in regard to coaching the Club during the period of this Agreement, unless the Budget Control Authority (hereinafter - "**the Authority**") has agreed to and approved such agreement.

- g. To behave in a sportsmanlike manner while taking care to uphold the honor of his profession and the honor of the Club.
- h. To transfer to the Club and/or to the Association all information (including relevant personal information such as the salary and the social conditions of the Coach's salary) which are required by them for purposes of the implementation of this Agreement and for purposes of the Coach's activities and this shall include this information being stored in the database.
- i. To undergo all the medical examinations, as shall be requested by the Club and/or by any other holder of office who may be appointed by the Club's management, on all aspects connected with his activities at the Club, in general, and not to make use of performance enhancing preparations, in particular.

4. The Club's Obligations and additional obligations of the Coach

The Club hereby undertakes and the Coach undertakes (pursuant to clause d. 2,3) as follows:

- a. To pay the Coach the amounts set out in the Payment Clause of this agreement, only in gross payments from which income tax and National Insurance and any other compulsory payment shall be deducted as specified by law as required under the directives of the Income Tax and the National Insurance Institute and/or according to law, and/or according to written arrangements that the Club may have with the income Tax and/or National Insurance Authorities, and to provide the Coach with confirmation of these deductions.
- b. Not to pay the coach, whether itself or through someone on its behalf, during the period of this Agreement, any payment of any type whatever, whether monetary or in the equal of money, whether directly or indirectly, beyond the payment specified in Clause 6 below, except with the confirmation of the Authority.
- c. Not to undertake and not to pay the Coach during the period of this Agreement, any net payments.
- d.
 - 1) To insure the Coach, starting from the date of commencement of this Agreement and up to the date of termination of its validity, including during the official off season following the end of the period of this Agreement, against personal accidents causing death and/or disability and/or loss of the Coach's ability to work, in adequate amounts that shall not be less than that specified in the Sports Law 5748-1988 (hereinafter – "**the Sports Law**") and in the regulations made pursuant thereto (and subjected to those) and to cover all of the Coach's activities in Israel and abroad, within the framework of the Club and, subject to the provisions of Section 7 of the Sports Law.
 - 2) The Coach confirms that the terms and amounts of the insurance coverage proposed to him by the Club, as stated above, and which have been shown to him, are to his full satisfaction and that he will not have any claims and/or demands whatever against the Club and/or against the Association in this regard.

- b. The provisions of the law as are in force from time to time, shall also apply to the Coach's employment, and included in this, the laws relating to the following subjects shall apply to his employment:
1. **Annual leave** – the Annual Leave Law, 5711-1951. The annual days of leave that are due to the Coach shall be taken by him in full during the period in which there are no activities, unless the Club should specify otherwise.
 2. **Sickness** – the Sick Leave Pay Law, 5736-1976 and the additional statutes in this regard.
 3. **Convalescence pay** – the Extension Order of the collective agreement between the coordinating office of the economic organizations and the new Histadrut of workers in regard to convalescence pay. As agreed in the above table, the convalescence pay is included in the total monthly wage.
 4. **Pension insurance** – In accordance with the extension orders of the collective agreements between the coordinating office of the economic organizations and the new Histadrut of workers in regard to pension insurance, as these may be in force from time to time (at present as published in Y.P. 6302, 5771, at page 6938 and in Y.P. 7287, 5776, at page 7974) (hereinafter: “**the Extension Order**”). For the removal of doubt, the Club's payments to the pension insurance and/or for supplementing of severance pay, as the case may be, in accordance with the abovementioned Extension Order, shall be in lieu of severance pay as regulated in the abovementioned Extension Orders. With respect to the pension insurance the following additional provisions shall apply:
 - a. The Coach confirms that he has/does not have (delete whichever is inapplicable) pension insurance with a previous employer. In a case that it is not mentioned whether or not the Coach has prior pension insurance, this will be deemed to be that the Coach does not have such insurance.
 - b. The insured wage in pension insurance will be in accordance with the Extension Order.
 - c. The receiving body and the name of the plan in relation to the pension insurance shall be (in a case in which details are not given by the Coach, the insurance shall be effected by the Club according to the default and the Coach will not have allegations or claims in connection therewith):
 - 1) _____
 - 2) _____

- c. It is expressly agreed by the parties that the Club will be entitled, but not obliged, to apply, in its discretion and at any time, to receive an approval from the Minister of Labor or whoever has been appointed by him in accordance with Section 28 of the Severance Pay Law, 5723-1963 (hereinafter – “**the Competent Authority**”) stating that the remuneration due to the Coach pursuant to Clause 6 above, in whole or in part, includes severance pay, and the Coach gives his express consent thereto in advance, and if an approval is received from the Competent Authority as aforesaid, the Coach’s wage shall include severance pay as shall be specified in the abovementioned approval. If for purposes of obtaining the abovementioned approval the Club is required by the Competent Authority to make additional deductions and payments to pension insurance instead of or in addition to the pension arrangement under Clause 6b.4 above (hereinafter – “**Additional Pension Insurance**”) or to bear other additional financial costs, the Club will be entitled to make the necessary change and these costs will be deducted from the remuneration that is due to the Coach under Clause 6a. above.
- d. It is further agreed that if the Club’s payments to pension insurance and/or for additional pension insurance will not be in lieu of severance pay under the Extension Order referred to in Clause 6b.4 above, for any reason, these will be in lieu of severance pay pursuant to Section 14 of the severance pay law, 5723-1963, in accordance with the general approval that was published by the Minister of Labor in Y.P. 4659 on June 30, 1998 and two amendments thereto that were published in Y.P. 4803 on September 19, 1999 and in Y.P. 4970 on March 12, 2001, as these are in force from time to time (an updated copy of the abovementioned approval is attached as an appendix to this Agreement), or in accordance with another approval that may be applied for by the Club from the Competent Authority which is according to Section 14 of the Severance Pay Law, and the Coach expressly agrees thereto in advance. The Coach undertakes to perform any act and to sign any document in order that the Club will be able to obtain the abovementioned approvals.
- e. All the amounts and the benefits under this Agreement are gross amounts, from which the Club shall make a deduction, according to the provisions of the law of: income tax, national insurance payments, health tax and other compulsory payments and all the other deductions that require to be deducted under this Agreement and/or according to the Association’s regulations, as these may be specified by the Association from time to time.

f. Times for payment:

Fixed payments		Payments that are not fixed	
Type of payment	Time for payment	Type of payment	Time for payment
Convalescence pay	Included in total monthly wage – at time of payment of wage	Total monthly wage	According to law (up to (including) 9th of following month)
		Leave pay	According to law (at time of payment of wage)
		Sick pay	According to law (at time of payment of wage)

7. Arbitration

- a. The parties hereby agree that differences of opinion between the Club and the Coach or between the Coach and the Club, in everything relating to the provisions of this Agreement, shall be decided by an arbitrator, who will be appointed by virtue of the power of the Association's Arbitration Institute Codex.
- b. The arbitration will be held in accordance with the directives of the Association's Arbitration Institute Codex.

8. Supplementary Provisions

In addition to all of the provisions set out above, the parties have agreed as follows:

9. Defense against Conflicting Claims

- a. It is hereby agreed and declared that the consideration agreed upon by the Coach and the Club in this Agreement was arrived at as a result of a joint understanding and based on the assumption that the cost that will be incurred by the Club as a result of employing the Coach is the total final and only cost, including additional social conditions, that the Club will have in connection with the contractual arrangement between the parties and that this Agreement also reflects the Coach's rights according to the provisions of the law and even beyond that, without prejudice to the right that is due or will be due to him according to the provisions of the law.

- b. Therefore, should it be decided by the Labor Court and/or any other authorized body, whether at the request of the Club or at the request of the Coach or of any other body whatever in a conflicting claim, that notwithstanding the foregoing, additional rights are due to the Coach as an employee, which are not due to him according to this Agreement, then it is agreed between the parties that the wage taken into account for purposes of calculation of the Coach's rights and the consideration that is due to him under this Agreement will be reduced in a manner that the Club will not be caused a cost which exceeds the total consideration that is due to the Coach under this Agreement, and under no circumstances shall the determining salary be less than the minimum wage, as will be publicized by the Minister of Labor and Welfare, as set out in Clause 6 of the Minimum Wage Law 5747-1987, at the time of the termination of the employee-employer relationship between the Coach and the Club (hereinafter - "**the Determining Salary as an Employee**").
- c. The Coach hereby agrees herewith that should that stated in Clause b' above occur, the Club will be entitled to offset the excess payments that the Club has paid him or is expected to pay him in excess of the Determining Salary as an employee, from any amount that may be due from it to the Coach where these amounts are linked to the Consumer Price Index and bear maximum interest according to law.
- d. In addition to that mentioned in clauses b' and c' above, the Coach will be obliged to return to the Club any excess payment that was not set off by the Club as mentioned above, linked to the Consumer Price Index and bearing maximum interest according to law.
- e. For the removal of doubt, the parties expressly agree that this clause does not adversely affect the Coach's right to take legal proceedings against the Club and it is intended only for maintaining the budget framework connected with the employment of the Coach at the Club and the financial stability of the Club in accordance with the constitution and the directives of the Authority.

10 General Provisions

- a. The provisions of this Agreement will become valid and obligate the parties, only after it has been presented before the Budget Control Authority of the Association and has been approved thereby.

The Club undertakes to present this Agreement to the Authority for confirmation when it has signed been by both parties and this no later than 14 days after it has been signed by the Coach as set out at the preface to this Agreement.
- b. The parties are entitled to cancel this Agreement before the end of its validity, by way of prior notice according to law. The terms of the cancellation, if they are not specified in this Agreement, will be deposited with the Authority soon after the date of the cancellation and will be brought for its approval.

- c. The parties are entitled to change the terms of this Agreement before the end of the period of its validity, subject to the condition that the change shall receive the prior approval of the Authority. Every change and/or addition to this Agreement will be signed by the parties separately next to each change.
- d. It is specifically agreed upon by the parties, that this Agreement, as it shall be presented to the Authority and shall be approved thereby, is the only binding agreement between the parties and any other agreement that shall not be presented to the Authority and shall not be approved thereby shall be null and void, devoid of any validity whatever and parties will not act according to its provisions.
- e. The Club and the Coach confirm that they have read the provisions and the terms of the Agreement and that they are understood by them and agreed upon by them and that it is agreed that the Authority's approval of this Agreement is solely for purposes of the Codex and not for any other purpose.
- f. This Agreement also constitutes notice according to law to an employee in accordance with the Notice to Employee and to Candidate for Employment Law (Terms of Employment and Classification and Acceptance for Employment Proceedings), 5762-2002.

11 Intermediary

(Please mark in circle the correct option):

- A. An intermediary was involved in signing this contract.
- B. An intermediary wasn't involved in signing this contract.

If this contract was signed using an intermediary, please indicate which one of the sides signing this contract was engaging with an intermediary _____

12 Address of the Parties

The address of the parties for the purpose of this Agreement are as follows:

- 1) The Club _____
- 2) The Coach _____

In Witness Whereof the Parties have Set Their Signatures:

The coach

The club

Confirmation of the Budget Control Authority

Date

Appendix A – General approval regarding employer’s payments to pension fund and to insurance in lieu of severance pay fund pursuant to the Severance Pay Law, 5723-1963

“Pursuant to my powers under Section 14 of the Severance Pay Law, 5723-1963 (1) (hereinafter – the Law), I approve that payments which an employer paid commencing from the date of publication of this approval, for his employee for a comprehensive pension in an annuity provident fund for which is not an insurance fund within the meaning thereof under the Income Tax Regulations (Rules for Approval and Management of Provident Fund), 5724-1964 (2) (hereinafter – Pension Fund), or to managers insurance that includes a possibility for an annuity or a combination of payments to an annuity and for a plan that is not for an annuity at such insurance fund (hereinafter – Insurance Fund), including payments it paid in the course of combining payments to a Pension Fund to an Insurance Fund, whether or not there is an annuity plan at the Insurance Fund (hereinafter – the Employer’s Payments), shall be in lieu of the severance pay that is due to the employee in respect of the salary from which the abovementioned payments were paid and for the period they were paid (hereinafter – the Exempted Salary), provided that all the following conditions are met:

a. The Employer’s Payments:

a.1 To a Pension Fund not less than 14.33% of the Exempted Salary or 12% of the Exempted Salary if, in addition thereto, the employer is also paying payments for his employee for the supplementing of severance pay to a severance provident fund or to an Insurance Fund in the name of the employee at a rate of 2.33% of the Exempted Salary. If the employer did not pay in addition to the 12% also 2.33% as aforesaid, his payments shall be in substitution of only 72% of the employee’s severance pay;

a.2 To an Insurance Fund not less than one of the following:

a.2.a 13.33% of the Exempted Salary, if the employer is, in addition thereto, also paying payments for his employee for the insurance of monthly income in the event of a loss of ability to work, in a program which the Commissioner of the Capital, Insurance and Savings Market at the Ministry of Finance has approved, at a percentage required for insuring at least 75% of the Exempted Salary or a percentage of 2.5% of the Exempted Salary, whichever is the lower (hereinafter – Payment for Loss of Ability to Work Insurance);

a.2.b 11% of the Exempted Salary, if the employer has, in addition, also paid a Payment for Loss of Ability to Work Insurance and in such case the employer’s payment shall come in substitution of only 72% of the employee’s severance pay;

If in addition to these the employer has also paid payments for supplementing of severance pay to a severance provident fund or to an Insurance Fund in the name of the employee at a percentage of 2.33% of the Exempted Salary, the Employer’s Payments shall come in substitution of 100% of the employee’s severance pay.

- b. Not later than three months from the start of the making of the Employer’s Payments a written agreement has been drawn up between the employer and the employee in which –
- b.1 The employee’s consent to the arrangement pursuant to this approval in a text giving details of the Employer’s Payments and the Pension Fund and the Insurance Fund, as the case may be; the text of this approval shall also be included in the abovementioned agreement;
 - b.2 The employer’s waiver in advance of any right it may have for a refund of monies out of its payments, unless the employee’s right to severance pay has been nullified by way of a judgement pursuant to Sections 16 or 17 of the law and if it has been nullified, or in respect of a withdrawal of money from the Pension Fund or from the Insurance Fund which is not by virtue of an entitling event;

For these purposes, “entitling event” – death, disability or retirement at age sixty or more.
 - b.3 This approval does not derogate from the employer’s right to severance pay according to the law, a collective agreement, extension order or labor contract, in respect of salary in excess of the Exempted Salary”.

The Club

The Coach