

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 player.

התאחדות לכדורגל בישראל  
THE ISRAEL FOOTBALL ASSOCIATION  
[www.football.org.il](http://www.football.org.il)



*"Say yes to fair and clean football"*

**Appendix A  
to Budget Control Regulations**

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

Made and entered into on the \_\_\_\_\_ day  
of the month of \_\_\_\_\_ of the Year

**- Between –**

**Team:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Form of incorporation:** \_\_\_\_\_

**Corporation number:** \_\_\_\_\_

(hereinafter : the "Club")

**- And –**

**The Player** \_\_\_\_\_

**Address:** \_\_\_\_\_

**I.D. number** \_\_\_\_\_

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

- Whereas: The club is a member of the Israeli Football Association (which shall be called "**The Association**"); and
- Whereas The player is a regular member of the Club and no obstacle applies to him that prevents him from playing on the club and being active in it; and
- Whereas The club wishes the player to play in the framework of the club and no obstacle applies to the club that prevents it from doing so; 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 including of the Player as a player on 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 8 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 Player's Obligations**

The Player hereby declares and undertakes as follows:

- a. To participate actively in all of the Club's practice sessions and in the matches in which he will be placed at the direction of the coach and/or the Club's management and/or any other holder of position who may be appointed by the Club's management.
- b. To adhere to a sportive manner of living while doing everything necessary to remain in the best possible physical condition of fitness in order to serve the Club according to the instructions of the coach or the Club's management.
- c. To devote his best efforts, skills, talent and professional ability to fulfill his position as player at 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.
- d. To follow completely and exactly the instruction of the coach and/or the Club's management and/or any holder of a position who will be appointed on behalf of the Club's management, in everything relating to his activities on the Club.
- e. Not to enter into negotiations, beginning from the date of the signing of this Agreement and until the end of the season for which this Agreement has been signed, with any other club in Israel or abroad, unless he has received prior written permission from the Club after he has notified the Club, in writing, of his wish to do so, subject to the directives of the "Registration" Codex.
- f. To receive the Club's prior written permission before appearing in a commercial advertisement to the extent that it conflicts or competes with the Club's sponsors.
- g. 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.

- h. Not to demand and/or not receive during the period of this Agreement, net payments from the Club.
- i. 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 specified by law which are lawfully deducted from his income by the Club in accordance with the provisions of this Agreement.
- j. Not to sign any additional agreement with the Club in regard to playing for the Club during the period of this Agreement, unless the Budget Control Authority (hereinafter - "**the Authority**") has agreed to and approved such agreement.
- k. To behave in a sportsmanlike manner while taking care to uphold the honor of his profession and the honor of the Club.
- l. 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 Player's salary) which are required by them for purposes of the implementation of this Agreement and for purposes of the Player's activities and this shall include this information being stored in a database.
- m. 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 Player**

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

- a. To pay the Player 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 Player with confirmation of these deductions.
- b. Not to pay the player, 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 Player during the period of this Agreement, any net payments.

- d. 1) To insure the Player, 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 Player'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 Player's activities in Israel and abroad, both within the framework of the Club and within the framework of Israel's National team, subject to the provisions of Section 7 of the Sports Law.
- 2) The player confirms that the terms and amounts of the insurance coverage proposed to him by the Club, as stated above, and which has 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.
- 3) The Player confirms that it has been explained to him that, insofar as he feels that it is right to increase the amount of the insurance coverage beyond the coverage that the Club has taken out for him, as stated above, he shall do this by himself and at his own expense and on his own responsibility.
- e. To provide the Player with adequate medical care during the period of this Agreement and should it be necessary and after adequate medical certificates have been presented, also after the period of the Agreement, all to the extent and according to the customary conditions.
- f. In the case of a foreign Player: in the event that at the end of the season the Club has gone down to a lower league, in which the number of foreign players permitted for registration is lower than the number of foreign players permitted in the league from which the Club had previously played, and there is a valid agreement between the parties for the following season, the provisions of Clause 7 of the Registration Codex will apply to the parties.

**5. The Period of the Agreement**

This Agreement is being made for the \_\_\_\_\_ season from \_\_\_\_\_ until \_\_\_\_\_ .

At the end of the period of the Agreement the directives of the "Registration" Codex will apply to the Player.

**6. The payment**

- a. In return for the Player's fulfilling all of his obligations as set out in this Agreement, the Club undertakes, during the period of this Agreement, to pay the player the following payments:

<b>A</b>	<b>Signing on Fee:</b>		<b>NIS</b>
	<p>_____ Total monthly wage payments (including convalescence pay that is due to the Player under the Extension Order) in an amount of _____</p> <p>It must be mentioned on the pay slip that the wage includes convalescence pay.</p> <p>In the event that the amounts of the convalescence pay pursuant to the Extension Order are revised, the abovementioned total monthly wage will be updated accordingly, in relation to part of the total monthly wage which reflects the convalescence pay included in the wage.</p>		
<b>B</b>			<b>NIS</b>
<b>C</b>	<b>_____ Payments for food, lodging, travel expenses</b>		<b>NIS</b>
<b>D</b>	<b>Total premium payments for points</b>		<b>NIS</b>
<b>E</b>	<b>Championship bonus</b>		<b>NIS</b>
<b>F</b>	<b>Cup bonus</b>		<b>NIS</b>
<b>G</b>	<b>UEFA competitions appearance bonus</b>		<b>NIS</b>
<b>H</b>	<b>Other payments</b>		<b>NIS</b>
	<b>Total for the period of the Agreement</b>		<b>NIS</b>

- b. The provisions of the law as are in force from time to time, shall also apply to the Player'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 Player 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 Player 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 Player has prior pension insurance, this will be deemed to be that the Player does not have such insurance.

The wage insured under the pension insurance shall be:

\_\_\_\_\_

\_\_\_\_\_

- 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 Player, the insurance shall be effected by the Club according to the default and the Player 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 Player pursuant to Clause 6 above, in whole or in part, includes severance pay, and the Player gives his express consent thereto in advance, and if an approval is received from the Competent Authority as aforesaid, the Player’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 Player 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 Yalkut Pirsumim 4659 on June 30, 1998 and two amendments thereto that were published in Yalkut Pirsumim 4803 on September 19, 1999 and in

Yalkut Pirsumim 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 Player expressly agrees thereto in advance. The Player 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)

All of the above payments are gross payments from which the Club shall deduct income Tax and National Insurance as set down by law.

**7. Arbitration**

- a. The parties hereby agree that differences of opinion between the Club and player or between the Player 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. The disciplinary code which are attached hereto as Appendix B to the Agreement shall be binding on the Player and form an integral part of this Agreement.

**9. Supplementary Provisions**

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

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**10. Defense against Conflicting Claims**

- a. It is hereby agreed and declared that the consideration agreed upon by the Player 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 Player 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 Player'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 Player or of any other body whatever in a conflicting claim, that notwithstanding the foregoing, additional rights are due to the Player 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 Player'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 Player 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 Player and the Club (hereinafter - "the Determining Salary as an Employee").
- c. The Player 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 Player 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 Player 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.



For the removal of doubt, the parties expressly agree that this Section does not adversely affect the Player'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 Player at the Club and the financial stability of the Club in accordance with the constitution and the directives of the Authority.

## **11 General Provisions**

- a. The provisions of this Agreement will become valid and obligate the parties, only after it has been presented before the Authority 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 Player 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 hall 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 Player 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.

## **12 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 \_\_\_\_\_

**13 Address of the Parties**

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

1) The Club \_\_\_\_\_

2) The Player \_\_\_\_\_

**In Witness Whereof the Parties have Set Their Signatures:**

\_\_\_\_\_  
**The player**

\_\_\_\_\_  
**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 a 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;
- b. Not later than three months from the start of the making of the Employer’s Payments a written

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.

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”.

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The Club

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The Player

## **DISCIPLINARY REGULATIONS - ISRAEL FOOTBALL ASSOCIATION**

These disciplinary regulations are intended to regulate the disciplinary rules between a player and his club<sup>1</sup>. The provisions of these Regulations alone shall apply to the disciplinary relationship between the player and the club. A club will not be entitled to embark on disciplinary proceedings or to impose penalties on a player, except in accordance with the provisions of these Regulations. These Regulations are written in the masculine gender but relate equally to both the sexes. Everything stated in these Regulations in the masculine also refers to the feminine.

The provisions of these Regulations are not intended to replace, alter or render obsolete in any way the disciplinary regulations of the Football Association ("the Association") and any other constitution of the Association, and they do not have the effect of altering the situation that the player is subject to the provisions of the regulations and constitutions of the Football Association.

### **1. Applicability and powers**

#### **1.1 Applicability**

The provisions of these Regulations shall apply to all the players and to all the clubs in the professional leagues and in the senior women's league which are run by the Football Association. A club will not be entitled to sign on a player in accordance with regulations which differ in content and/or in the wording thereof from these Regulations and if it does so, the other regulations will be null and void and it will not be possible to act in accordance therewith.

#### **1.2 Punishment only be disciplinary organs**

A club shall not take disciplinary measures against a player except in accordance with the provisions of these Regulations and the club shall at all times act to honour and implement any decision and/or judgement of the competent judicial authorities in accordance with the regulations and constitutions of the Association, UEFA and/or FIFA. In the relationship between the player and the club there shall be no validity to disciplinary punishment that is not in accordance with the provisions of these Regulations. A player shall not have disciplinary charges levelled against him by the club more than once in respect of the same disciplinary offence. However, it is clarified that the player is likely to be charged under corresponding proceedings also in the scope of the disciplinary judicial organs of the Association or the disciplinary judicial organs of the international organizations in respect of the same events and in respect of the same circumstances in relation to which he was brought for disciplinary hearing in the scope of these Regulations.

#### **1.3 Investigation and mediation proceedings**

<sup>1</sup> Any alteration to these Regulations that may be submitted to the Association shall be submitted where same is signed by consent by both parties, the Players Union and representatives of the clubs, and will be adopted by the Association unless the Association is of the opinion that the proposed amendment is not consistent with the regulations and constitutions of the Football Association. Accordingly, any such amendment will only come into force subject to it being approved by the Association.

12 hours after delivery of the complaint to the player, the club and the player can jointly request that the complaint be investigated in a mediation proceeding by the representative board of the clubs; where such joint request has been submitted to the representative board of the clubs and/or to a representative of the Players Union, a meeting shall be held between the parties which is attended by a representative of the Players Union and the representative board of the clubs. The investigation and mediation proceeding shall be completed at the latest within 24 hours from the time of submission of the joint request by the parties. In these Regulations - the meaning of the term "representative board of the clubs" will be a representative board that is elected by the professional clubs. However, on subjects relating solely to the women's football league (such as the amount of fines in the women's league), this representative board shall be elected by women's football clubs.

## 2. **Sanctions and manner of implementation thereof**

### 2.1 **Educational sanctions**

The team coach - or holder of another position who will be authorised for the purpose - can, subject to the provisions of these Regulations, impose educational sanctions (not more than 20 hours per year) on a player, after the player has been given the opportunity of relating to the subject (but without the club being required to hold a full disciplinary proceeding), and *inter alia* the performing of reasonable community and educational tasks during the player's free time, and also a reprimand and/or warning.

### 2.2 **Sanctions of the suspension type**

Subject to conducting a disciplinary proceeding as described in these Regulations - and on offences which are not minor offences - a disciplinary committee may order the imposition of the sanction of suspending a player from the club's activities (in whole or in part), for a period that shall not exceed one month; in the course of this period the player will be entitled to his full pay except premiums in respect of points (subject to other sanctions that have been imposed on him, if any, pursuant to these Regulations), and the club will be obliged to provide the player with possibilities of maintaining his physical fitness during the period of suspension, but will not be obliged to make him part of the team practices which it holds. The provisions of this Article 2.2 shall not apply in relation to "suspension prior to proceeding" as described in Article 4.4.1.

### 2.3 **Monetary sanctions**

A club may, subject to the provisions of these Regulations, impose monetary sanctions on a player, subject to the condition that (a) not more than one monetary sanction shall be imposed on a player in respect of any disciplinary offence (without derogating from the powers of the club to impose additional punishment by way of penalties that are not monetary); (b) the maximum amount of the monetary fine in respect of a disciplinary offence shall not exceed the amount specified below;<sup>1</sup> and (c) the aggregate amount of the monetary sanctions that will be imposed on a player in a season of matches shall not exceed the monthly salary; in these Regulations "the monthly salary" means - the average gross monthly salary

<sup>2</sup> The maximum amounts will be linked to increases or decreases in the average monthly salary of player, which at the time of writing these Regulations stood at NIS 45,532 for a Premier League player and NIS 8,600 for a National League player and NIS 2,000 in the women's league (the calculation includes soldiers' salaries and these include premiums and ancillary benefits such as a car, and so forth); the calculation is in gross values per month on the basis of 10 salaries.

of a player, including the full premiums he has the possibility of receiving and additional benefits such as car, rent, airline ticket etc. (in a calculation based on ten months), as follows:

- 2.3.1 **Training practices: In respect of an unjustified late arrival for a training session** (on the first occasion during the season) - up to 5% of the monthly salary and not more than NIS 2,000 in the first men's league, NIS 400 in the second men's league and NIS 150 in the first women's league. In respect of **unjustified non-appearance for a training session** - up to 10% of the monthly salary and not more than NIS 4,000 in the first men's league, NIS 800 in the second men's league and NIS 300 in the first women's league.
- 2.3.2 **Matches: In respect of an unjustified late arrival for a match and/or arriving for a match other than in accordance with the club's instructions for a player included in the team's squad for the match** - up to 10% of the monthly salary and not more than NIS 4,000 in the first men's league, NIS 800 in the second men's league and NIS 300 in the first women's league. **In the case of non-appearance for a match without justification** - up to 50% of the monthly salary and under no circumstances more than NIS 2,000 in the first men's league, NIS 400 in the second men's league and NIS 300 in the first women's league. These amounts shall apply with respect to a player who was included in the team's squad for the match, while in circumstances in which the player was not included in the team's squad, the fine shall stand at a maximum of one-half of the amounts specified above in relation to each offence.
- 2.3.3 **The Media:** In respect of any violation of the club's media policy, including the giving of an interview without approval, leaks of information, insulting remarks concerning the club's sponsors and/or anyone on the club's behalf, maintaining contact with journalists contrary to the club's instructions, insulting and/or racist remarks and/or remarks that encourage violence on the media and/or in a manner which is recorded on the media in any manner (but excluding the players' representative committee) - up to 20% of the monthly salary and not more than NIS 8,000 in the first men's league, NIS 2,000 in the second men's league and NIS 400 in the first women's league.
- 2.3.4 **Healthy and sportsman's lifestyle:** In respect of any act, deed and/or omission which infringes the player's obligation to maintain the lifestyle of a sportsman, including - *inter alia* - participation in sporting activities which are not within the framework of the club's activities, extreme sports activity, excessive drinking of alcohol and so forth and also any refusal to be examined by the club's doctor or the club's psychologist - up to 20% of the monthly salary and not more than NIS 8,000 in the first men's league, NIS 2,000 in the second men's league and NIS 400 in the first women's league.
- 2.3.5 **Insulting or abrasive acts and/or statements:** In respect of any act and/or statement and/or deed which in any manner insults the team coach and/or the player's teammates in the team's squad and/or the panel of referees and/or opposing players and/or the football fan public in Israel (including supporters of other teams) and/or other holders of office - up to 20% of the monthly salary in the first men's league, up to NIS 2,000 in the second men's league and up to NIS 400 in the first women's league.
- 2.3.6 **Being sent off the field other than for sporting action: In respect of a yellow card which is not in the normal course of the match** (for purposes of these Regulations: any act which is not a reasonably sporting act, including an intentional or unsportsmanlike offence, removing his shirt, impudence to the referee, fist fight and physical clashes with players / supporters, arousing or teasing the crowd, and so forth) - up to 5% of the monthly salary and not more than NIS 2,000 in the first men's league, NIS 400 in the second men's league and NIS 150 in the first women's league. **In respect of being sent off the field for a second yellow card or a red card other than in the normal course of the match** (as

described below) - up to 10% of the monthly salary and not more than NIS 4,000 in the first men's league, NIS 800 in the second men's league and NIS 300 in the first women's league. **In respect of such sending off following which the Association's disciplinary organs decide on suspension from additional match (in respect of each match)** - up to an additional 10% of the monthly salary and not more than NIS 4,000 in the first men's league, NIS 800 in the second men's league and NIS 300 in the first women's league.

- 2.3.7 In respect of the commission of a different offence, including another act or omission which is not befitting of a sportsman, including failure to obey instructions and/or impudence and/or appearing in dress which is inappropriate and/or failure to maintain confidentiality ("leaking") and/or damage to the club's property - up to 20% of the monthly salary and not more than NIS 8,000 in the first men's league, NIS 2000 in the second men's league and NIS 400 in the first women's league.

Without derogating from the generality of the foregoing, in respect of every infringement of this article, the club manager (or another representative on his behalf may - after having given the player an opportunity of relating to the offence he committed - impose a monetary sanction on the player without holding a disciplinary proceeding, where the amount shall not exceed NIS 750 for a player in the first men's league, NIS 300 in the second men's league National League, and NIS 50 for a player in the women's league ("**administrative sanction**").

A player may within 24 hours from the time at which an administrative sanction was imposed on him give notice that he wishes that the offence that is the subject of the administrative sanction be referred to a full disciplinary hearing; where such notice has been given adjudication of the offence shall be transferred to a full disciplinary proceeding, in accordance with the provisions of these Regulations, where the amount of the administrative sanction will be of no significance for purposes of the disciplinary committee's decision in the disciplinary proceeding.

- 2.3.8 Nothing contained in the provisions of these Regulations shall derogate from the club's right and from the player's right to fully exercise their rights according to law before the Association's institute of arbitration after having fully exhausted the provisions of these Regulations.
- 2.3.9 Unless otherwise agreed in writing and signed by the club and the player, the player shall pay the monetary sanction to the club within 14 days from the date of the disciplinary committee's decision, subject to these Regulations and the possibility of appealing in accordance with these Regulations.
- 2.3.10 If the monetary sanction has not been paid as aforesaid, the club may deduct the amount from the bonuses/premiums payable in the scope of the player's salary, if such bonuses/premiums exist under the agreement with him (and amongst other things premiums in respect of points, participation, winning through to the next round and other sporting achievements of the player or of the club).
- 2.3.11 Nothing in the foregoing, including the invoking of any sanction in the disciplinary sense against the player, shall derogate from any of the club's rights on the civil plane, including the right to apply for cancellation of contract and a claim for compensation before the Association's institute of arbitration or (in the case of a foreign player) before the judicial organs of FIFA and including before the CAS as an appeal instance.
- 2.3.12 It is clarified that the player's match-playing ability in the club's matches and in training and practice shall



not in themselves serve as grounds for charging the player under these Regulations, unless there are reasonable grounds for assuming that what is involved is an intentional lack of effort on the part of the player.

### 3. **Cancellation of the Agreement**

Upon the occurrence of one of the following events the club may - subject to the decision of its disciplinary committee - cancel the agreement with the player forthwith, without this derogating from any of its other rights (including the right to receive various payments in respect of the financial and federative rights in the player and/or any other right of claim against the player): (a) the player was convicted of using prohibited substances (unless approval was given in writing and in advance for doing so by the club's doctor); (b) it has been proved that the player participated in illegal sports betting or gambling of any sort (including legal betting) on his club's matches; (c) it has been proved that the player was involved in activities for "selling of matches" - including knowledge about inducement for match fixing and failure to pass such knowledge on to the appropriate entities (for these purposes "selling of matches" includes receipt of an incentive for success in a match from an entity which is not the club); (d) the player has been convicted during the agreement period of a criminal offence amounting to a felony (whether or not the player intends to appeal against the conviction); (e) the player was found guilty in the scope of a disciplinary committee pursuant to these Regulations of having committed the same disciplinary offence on four occasions during a single season of matches; and (f) the player committed a physical assault on a supporter (which was not in the scope of the self-defence). Cancellation of the agreement will come into force upon the elapse of the period specified for lodging an appeal - as prescribed below; and if an appeal is lodged, cancellation of the agreement will come into force upon the conclusion of the appeal proceedings (including the arbitration proceeding if same applies), where during the period until conclusion of the appeal proceedings, the player shall be deemed to have been suspended by the club in accordance with the provisions of Article 2.2 of these Regulations.

Cancellation of an agreement in accordance with the provisions of this article shall, for purposes of the regulations of the budget control authority generally and for purposes of Article 8 of the aforesaid regulations, in particular, be deemed to be cancellation made with mutual consent and it will be valid as against the Association only subject to delivery of written notice by the club to the chairman of the Budget Control Authority.

### 4. **Procedure for disciplinary proceeding**

#### 4.1 **Lodging of complaint**

- 4.1.1 A complaint in respect of a player shall be lodged with the chairman/general manager of the club - with a copy to the player - within 72 hours from the time at which the club was informed about the commission of the offence (after which the offence will prescribe);
- 4.1.2 The complaint must be lodged in writing and must give details of the acts or omissions of which the player is accused, and documents in support thereof, if there are such, shall be attached thereto. The complaint shall at the least contain the following details: (a) the player's name and address; (b) the names of the members of the disciplinary committee tribunal; (c) the place or the time at which the player is to present himself for the hearing; (d) a brief summary of the infringement of which the player is accused and

reference to the relevant article of these Regulations, including particulars of the maximum penalties to which the player is liable if the accusations are proved; and (e) a list of documents, evidence and witnesses which the club intends to present during the hearing.

4.1.3 The complaint shall be sent for the attention of the player at least 48 hours before the hearing on his matter; at the request of the Players Union, which will only be requested in cases requiring special investigation - an extension of time of a maximum of three additional days will be given.

4.1.4 The player will be entitled, prior to the hearing, to read every document or evidence the club intends to present.

## 4.2 **The disciplinary committee and hearing procedures**

4.2.1 The club's disciplinary committee shall be composed of a representative of the Players Union (such representative shall not be an active player, unless the parties have specifically agreed on an individual basis that an active player will sit on the disciplinary committee) and two representatives who will be chosen in the full discretion of the club; the committee shall not hear the matter unless there is a full composition of the committee. At the request of the club, a representative of the Players Union will undertake the privilege and confidentiality regarding the proceeding.

4.2.2 The most senior representative on behalf of the club shall serve as chairman of the committee. The decision of the disciplinary committee shall be taken by a majority of votes. If the opinions of the members of the committee are divided, the majority shall decide. If there is no majority for a particular opinion, the most lenient opinion *vis-a-vis* the player shall be the determining opinion.

4.2.3 The chairman of the disciplinary committee shall give details of the charges at the start of the hearing.

4.2.4 The player will be given a reasonable and fair opportunity of presenting his arguments and of supporting them with evidence, in the course of preserving the rules of natural justice and usual forms of procedure in disciplinary proceedings, including the right to put questions to witnesses.

4.2.5 In the course of the hearing the disciplinary court shall keep a record of the main matters that have occurred in the hearing and included in this they shall state that the items of the accusation have been clarified and explained to the accused, and a brief summary thereof - at least - shall be given for his perusal and attention: a copy of the main points shall be sent to the player at his request.

4.2.6 The player is entitled to be represented in disciplinary proceedings by a representative on his behalf or an advocate or any other person on his behalf, provided that the representative gave notice to the chairman of the disciplinary committee of his intention to attend the hearing, and did so 24 hours before the start of the hearing.

4.2.7 The player can present himself at the hearing with witnesses and he can demand, to a reasonable extent, that the club ensure the presence of relevant witnesses (who are under the club's control) at the time of the hearing.

4.2.8 If a player has been summoned as stated in these Regulations and does not appear for the hearing without a justifiable reason (in the discretion of committee), the hearing will be held - and a decision will be given - in his absence.

4.2.9 The onus of proof and the burden of persuasion shall be borne by the accusing club.

4.2.10 Where a player could be liable to a punishment which gives rise to a right of appeal, in accordance with the above provisions, the disciplinary committee shall be obliged to notify the player of the right of appeal

as specified in these Regulations.

#### 4.3 **Appeals committee**

4.3.1 In the case of offences which make it possible to cancel an agreement as described in Article 3 above and/or to impose a suspension as referred to in Article 2.2 and/or in respect of a fine in a sum of NIS 40,000 or more that was imposed, the player will have a right of appeal against the disciplinary committee's decision; the appeal must be lodged within three days from the date on which the disciplinary committee's decision was given and the lodging thereof shall not delay execution of the sanction that was imposed (unless otherwise expressly stated).

4.3.2 The appeals committee shall convene within 24 hours from the lodgement of the appeal and it shall be comprised of a representative of the Players Union and of a representative who will be appointed by the professional clubs (or clubs of the women's league, where what are involved are female players). The committee shall be comprised of only two representatives and it will not be empowered to hold a hearing where there is less than a full composition; the committee shall, in its discretion, prescribe the procedures for the conduct of the hearing.

4.3.3 Where there is a difference of opinion between the members of the appeals committee the dispute shall be referred to an arbitrator - who is conversant with the field of sport and is familiar with labor laws - who shall be agreed in advance between the members of the appeals committee - and his decision will be final and binding.

4.3.4 The appeals committee shall be empowered to discuss and decide, in the event of a dispute relating to an interpretation of these Regulations, upon an application by a player or club or Players Union or the League Administration.

#### 4.4 **Urgent suspension prior to proceeding; punishment policy; privilege and pardon**

4.4.1 In addition the club may suspend a player from its activities even before fully completing the disciplinary proceeding in his matter, provided that the position of the player is heard (in brief) before such suspension is implemented, and where such suspension shall not last longer than three days of training and on a basis that the player will be entitled to receive his full salary (exclusive of premiums) during the course thereof.

4.4.2 Subject to the provisions of these Regulations, the disciplinary committee may impose punishments in accordance with the provisions of the Regulations and *inter alia* may impose suspended sentences, conditional sentences or punishments that are contingent on any future occurrences; and the disciplinary committee may impose educational sanctions as referred to in Article 2.1 above.

4.4.3 As a general rule, a recurrence of the offence will lead to the punishment being more severe; a penalty that was imposed on a player in respect of acts or omissions that are the subject of a disciplinary offence in a corresponding proceeding (criminal proceeding or proceeding conducted in the disciplinary court of the Israel Football Association) will be taken into account for leniency at the time of the disciplinary committee deciding on the punishment. However, if the player argued in the course of the corresponding proceeding that there should be a lessening of the punishment by virtue of the fact that he has been charged, or is likely or expected to be charged, concurrently in a disciplinary proceeding in the framework of the club, the disciplinary committee will not be bound but may take the punishment that was imposed on him in the scope of the corresponding proceedings into account.

- 4.4.4 The content matter of the hearings of the disciplinary committee, as also of the appeals committee, shall be privileged and confidential, except publication of the final decision of the committee, which the club may publish if it sees fit to do so. In special circumstances, the Players Union may request that the fine that was imposed should not be published.
- 4.4.5 A player who has been found guilty in a disciplinary case under a final judgment is entitled to apply in writing to the chairman of the club with a request to cancel the punishment that was imposed on him, to lessen the punishment or to impose a lesser punishment in place thereof in accordance with these Regulations, and the chairman is empowered to accede to the application or to reject it.

**5. Corresponding proceeding; sole jurisdiction and rights to minimum salary**

- 5.1 Where a criminal indictment or a disciplinary tribunal indictment has been filed against the person against whom the complaint is made, in accordance with the disciplinary regulations of the Football Association or in accordance with the regulations of UEFA and/or FIFA - on the strength of the same acts or omissions in respect of which he was brought before a disciplinary tribunal in accordance with these Regulations - the court before which the matter is heard shall be entitled, but not obliged, to stay the proceedings before it until completion of the corresponding proceedings, and in such case prescription will begin to run from the date the decision was given by the court.
- 5.2 The verdicts and findings in a corresponding criminal proceeding shall be admissible in a proceeding conducted against the player in accordance with these Regulations, as conclusive evidence with regard to the matters stated therein. In the scope of the proceeding before it the disciplinary committee will be entitled to take cognizance of the findings and the verdicts of the courts (the disciplinary and the supreme) of the Football Association in the corresponding proceeding.
- 5.3 In every **case** of the annulment of a bonus, in whole or in part, of a professional player (who is not a soldier) in accordance with the Regulations, his monthly salary shall not fall below the minimum wage specified in the law.