

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.

ההתאחדות לכדורגל בישראל
THE ISRAEL FOOTBALL ASSOCIATION
www.football.org.il
"האיגוד כן לכדורגל הולך"



PLAYER AGREEMENT FORM FOR THE SEASON OF 2018/19

That was Arranged and signed on the _____ Day
of the Month of _____ of the Year _____

- Between -

(hereinafter : the "Team")

- And -

Passport no.

(hereinafter: the "Player")

Whereas: The club is member of the Israeli Football Association (which shall be called "The Association");

And whereas: The player is a regular member of the Club;

And whereas: The club wishes the player to play on 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, Set and Declared Between the Parties as Follows:

1. The Preface and Nature of the Agreement

- a. The preface 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 codices.

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 codices of the association.
- b. The parties declare herewith that any of the directives of clause 8 of this Agreement that shall contradict the directives of the codex and/or the other directives of this Agreement and/or shall deviate from the directives of the codex, shall be deemed null and void.

3. The Players' Obligations

The Player undertakes herewith as follows:

- a. To participate actively in all of the Club's practice sessions and in the games in which he will be placed at the direction of the coach or the Club's management.
- b. To adhere to a sportive manner of living while doing everything necessary to remain in the best possible physical ability 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 on the Club.
- d. To follow completely and exactly the instruction of the coach, or the Club's management 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 with 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 that opposes the Club's publicity.
- 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 monetary or equal to money, whether directly or indirectly, beyond the payment set down 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, supplementary Income Tax, beyond the Income Tax set down by law that the Club deducts from your income as set down in this Agreement.
- j. Not to sign any additional Agreement with the Club in regard to playing on the Club during the period of this Agreement, unless the Budgets Control Authority (hereinafter – "The Authority") has agreed to and approved such Agreement.
- k. To behave in a sportive manner while taking care to uphold the honor of his

profession and the honor of the Club.

4. The Club's Obligations

The Club undertakes herewith 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 shall be deducted as set down by law as derived from the directives of the Income Tax and National Insurance, and/or according to written arrangements that the Club shall have with the income Tax and/or National Insurance Authorities, on the condition that these will not harm the Player's status, 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 of this Agreement, 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 at its expense, beginning from the day this Agreement begins and until the day its validity ends, 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 Law of Sports – 1988 and in the Regulations derived therefrom 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 Club.
 - 2) The player confirms that the terms and amounts of the insurance coverage taken out for him by the Club, as stated above, and which has been shown to him, is to his full satisfaction and that he will not have any claims and/or demands whatever against the Club and/or the Association in this regard.

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, he shall do this by himself and at his own expense.
- e. To take action with respect to the Player according to the Extension Order in regard to pension insurance (as published in the Official Gazette (YP) 5722, 5768 (2008) at page 1736), as in force from time to time.
- f. 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.
- g. 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 allowed to be register is lower than in the league from which the Club had previously played, and there is a valid Agreement between the parties for the following season, the directives of Clause 7 of the Registration Codex will apply to the parties.

5. The Period of the Agreement

- a. This Agreement has been arranged for the _____ season from _____ until _____.
- b. At the end of the period of the Agreement the directives of the "Registration" Codex will apply to the Player.

6. The payment

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:

A	Signature Fee:		Nis
B	_____ Total monthly wage payments amounting		Nis
C	_____ Payments amounting of food, lodging, travel expenses		Nis
D	Total premium payments for _____ points		Nis
E	Championship bonus		Nis
F	Cup bonus		Nis
G	UEFA competitions appearance bonus		Nis
H	Other payments _____ _____		Nis
	Total for the period of the Agreement		Nis

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 directives 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 Directives

In addition to all of the directives set out above, the parties have agreed as follows: as specified in the annex attached hereto

9. Defense against Contradictory Suits

- a. It is agreed and declared herewith, unless otherwise agreed in a special collective agreement, that the payment agreed upon by the Player and the club was arrived at as a result of a joint understanding and based on the assumption that the cost to the Club of employing the Player is the total final and only cost.
- 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 contradictory suit, that despite the above, the Player has additional rights as an employee, including dismissal compensation, then it is agreed between the parties, that the wage taken into account for the calculation of the Player's rights will be 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 Relevant Wage as an Employee").
- c. The player 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 in excess of the relevant wage as an employee, from any amount that it owes the Player.
- d. In addition to that mentioned in clauses b' and c' above, the Player will have to return to the Club any excess payment that was not set off by the Club as mentioned above, linked to the Cost of Living Index.
- e. Without derogating from that stated above in this clause and from that stated in clause 4(e) above, it is expressly agreed by the parties that the Players' salary mentioned in clause 6 above includes severance pay and the Team will be entitled, but not obliged, to make application to receive approval of the Minister of Industry, Trade and Employment or any person empowered in that behalf to receive approval pursuant to section 28 of the Severance Pay Law, 5723-1963 (hereinafter: "**the Competent Authority**") and the Player hereby grants his express advance consent thereto. In the event that in order to obtain the above approval, the Team will be required by the Competent Authority to make deductions and additional payments for pension

insurance in lieu of or over and above the pension arrangement contained in clause 4(e) above (hereinafter: “**Additional Pension Insurance**”) or make any other additional financial cost, these costs will be deducted from the payments that are due to the Player according to clause 6 above, and it is further agreed that the Team’s payments for Additional Pension Insurance will be in lieu of severance pay according to section 14 of the Severance Pay Law, 5723-1963, according to the General Approval published by the Minister of Labor in the Official Gazette (Y.P.) 4659 of 30.6.1998 and the two amendments thereto published in the Official Gazette (Y.P.) 4803 on 19.9.1999, and the Official Gazette (Y.P.) 4970 of 12.3.01 or according to another approval that will be requested by the Team from the Competent Authority whereby according to section 14 of the Severance Pay Law, the Player undertakes to effect any act and sign any document in order to enable the Group to receive such approvals.

10. General Directives

- a. The directives 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 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, subject to the condition that the cancellation is mutually agreed upon. The terms of the cancellation will be deposited with the Authority soon after the date of the cancellation.
- 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 will be mutually agreed upon and 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 directives.
- e. The Club and the Player, confirm that they have read the directives of the terms of the Agreement and that they are understood by them and agreed upon by them.

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 Player _____

In Testimony Where of the Parties have Set Their Signatures:

_____ Player Signature	_____ Team's signature
_____ Confirmation of the Budgets Control Authority	_____ Date

DISCIPLINARY REGULATIONS – ISRAEL FOOTBALL ASSOCIATION

These disciplinary regulations are intended to regulate the disciplinary rules between a player and his club¹. 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

¹ 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;¹ 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

² The maximum amounts will be linked to increases or decreases in the average monthly salary of a 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-à-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 labour 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 publicise if it sees fit to do so. In special circumstances, the Players Union may request that the fine that was imposed should not be publicised.
- 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.

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