



## THE ISRAEL FOOTBALL ASSOCIATION

[www.football.org.il](http://www.football.org.il)

"Say yes to fair football"

After approval of the Agreement by the Budget Control Authority, three copies of the form must be photocopied.

The original must be lodged at the offices of the Authority, one copy kept by the club and a further copy shall be given to the coach

Appendix A

To the Budgets Control Regulations.

### COACH AGREEMENT FORM FOR THE SEASON 2018/19

Made and entered into on the \_\_\_ day of the month of \_\_\_\_\_ in the year \_\_\_\_

- Between –

**Club** \_\_\_\_\_  
(hereinafter referred to for the sake of brevity as: "**the Club**")

- and –

**Coach** \_\_\_\_\_  
(hereinafter referred to for the sake of brevity as "**the Coach**")

**I.D.** \_\_\_\_\_ **Date of birth** \_\_\_\_\_

**WHEREAS:** The Club is a member of the Israel Football Association (*which will be referred to as "**the Association**"*); and

**WHEREAS** The parties have come to an agreement regarding the employment of the Coach as coach to the Club's team; and

**WHEREAS** The Club and the Coach wish to stipulate the terms and conditions of the Coach's employment by the Club; and

**WHEREAS** The parties wish to specify the rights and obligations of each party to the other, all subject to the Association's statutes and regulations;

**Now therefore it is agreed, stipulated and declared by the parties as follows:**

**1. Preamble and essence of the Agreement**

- a. The preamble to this Agreement constitutes an integral part of the body of the Agreement.
- b. This Agreement is intended to lay down the conditions, the obligations and the rights of the parties to this Agreement on all aspects connected with the employment of the Coach in the services of the Club during the period of this Agreement as required under the provisions of the Association's statutes and regulations.

**2. Declarations by the parties**

- a. The parties hereby declare that this Agreement is being entered into subject to the provisions of the Budget Control Regulations of the Association (*hereinafter – "the Budget Regulations"*), and subject to all the remaining statutes and regulations of the Association.
- b. The parties hereby declare that each of the provisions of Clause 8 of this Agreement which conflicts with the provisions of the Budget Regulations and/or other provisions of this Agreement and/or which deviates from the provisions of the Budget Regulations, will be deemed to be null and void.

**3. The Coach's undertakings**

The Coach hereby undertakes as follows:

- a. To devote his best efforts, skills, talents and professional ability for fulfilling his function as coach of the Club's team.
- b. Not to conduct negotiations with another club in Israel or from abroad during the period of this Agreement, unless he has received prior written consent from the Club after having given written notice of his desire to do so.
- c. During the period of this Agreement not to demand and/or not to receive from the Club, or from any entity on its behalf, any payment of whatsoever nature, whether in money or in money equivalent, whether directly or indirectly, which is in excess of the considerations specified in Clause 6 below of this Agreement.
- d. Not to demand and/or not to receive net payments from the Club during the period of this Agreement.
- e. Not to demand and/or not to receive, during the period of this Agreement, a grossing-up of income tax which is in excess of the income tax that was lawfully deducted from him at source by the Club in accordance with the provisions of this Agreement.

- f. Not to sign any additional agreement with the Club in connection with his coaching the Club's team during the period of this Agreement.

#### **4. The Club's undertakings**

*The Club hereby undertakes as follows:*

- a. To pay the Coach the amounts specified in the consideration clause of this Agreement, by way of gross payments only from which income tax and National Insurance will be deducted according to law.
- b. To transfer to income tax, in accordance with law, the amount of the deductions at source, which it will deduct from the payments that it will pay the Coach as stated in Clause 6 of this Agreement
- c. During the period of this Agreement not to pay the Coach any payment of whatsoever nature, whether in money or money equivalent, whether directly or indirectly, which is in excess of the consideration specified in Clause 6 of this Agreement.
- d. Not to undertake and not to pay the Coach any net payments during the period of the Agreement.
- e. Not to assume an obligation for grossing-up of income tax for the Coach, in excess of the deductions that will be deducted at source according to law.
- f. To act with respect to the Coach in accordance with the provisions of the Extension Order regarding Pension Insurance (as published in Y.P. [Gazette] 5772, 5768, on page 1736), as this may be in force from time to time.

#### **5. Period of the Agreement**

- a. This Agreement is being made for the season of matches from \_\_\_\_\_ until \_\_\_\_\_.
- b. At the end of the period of the Agreement the provisions of the Registration Regulations will apply to the Coach.

#### **6. The consideration**

In consideration for the fulfillment of all the Coach's obligations under this Agreement, the Club undertakes that during the period of this Agreement it will pay the Coach the following payments:

a.	Signing on fee	NIS
b.	__ aggregate monthly salary payments in a sum of – _____	NIS
c.	_____ per diem / travelling expenses payments	NIS
d.	Premium payments for ___ points in a sum of – _____	NIS
e.	Championship bonus	NIS
f.	Bonus for winning the cup	NIS
g.	Bonus for participating in UEFA matches	NIS
h.	Other payments	NIS
	_____	
	_____	
	Total for the period of the Agreement	NIS

All the above mentioned payments are gross payments from which the Club will deduct income tax at source according to law.

#### 7. **Arbitration**

- a. The parties hereby agree that differences of opinion between the Club and the Coach or between the Coach and the Club in connection with the provisions of this Agreement shall be referred for the decision of an arbitrator who will be appointed according to the regulations of the Institute of Arbitration of the Association.
- b. The arbitration shall be conducted in accordance with the provisions of the regulations of the Institute of Arbitration of the Association.

**8. Supplementary provisions**

In addition to all the provisions set forth above, it has been agreed between the parties as follows:

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**9. Defense against conflicting claims and salary including severance pay**

- a. It is hereby agreed and declared, unless it is otherwise agreed in a special collective agreement, that the consideration on which the Coach and the Club have agreed has been fixed having regard to a joint understanding and on the basis of the assumption that the cost to the Club as a result of employing the Coach is the final and sole overall cost.
- b. Accordingly, if it is ruled by the labour court and/or any other competent entity, whether at the instance of the Club or at the instance of the Coach or any other party in a conflicting claim, that notwithstanding the foregoing additional rights are due to the Coach as an employee, including severance pay, then it is agreed between the parties that the effective salary for purposes of calculating the Coach's rights will be the minimum wage as will be published by the Minister of Labour and Welfare, as stated in Section 6 of the Minimum Wage Law, 5747-1987, at the date of termination of the employment relationship between the Coach and the Club (*hereinafter –"the Effective Salary as an Employee"*).
- c. The Coach hereby agrees that upon the occurrence of the matters set forth in sub clause (b) above, the Club will be entitled to setoff the surplus payments which the Club has paid him that exceed the Effective Salary as an Employee against any amount that may be due from it to the Coach.
- d. In addition to the contents of sub-clauses (b) and (c) above, the Coach will be obliged to repay the Club any surplus payment which was not set off by the Club as aforesaid, linked to the Consumer Price Index.
- e. Without derogating from the contents of this clause above, and from Clause 4(f) above, it is expressly agreed by the parties that the Coach's salary as stated

in Clause 6 above includes severance pay, and the Club will be entitled, but not obliged, to apply to receive an approval from the Minister of Industry, Trade and Employment, or whoever may be empowered by him in accordance with Section 28 of the Severance Pay, Law, 5723-1963 (*hereinafter – "the Competent Authority"*) and the Coach gives his prior express consent thereto. In the event that for purposes of obtaining the aforesaid approval the Club is called upon by the competent authority to make additional deductions and payments for pension insurance instead of or over and above the pension arrangement contained in Clause 4(f) above (*hereinafter – "Additional Pension Insurance"*) or to incur other additional financial cost, these costs will be deducted from the payments that are due to the Coach pursuant to Clause 6 above and it is further agreed that the Club's payments for Additional Pension Insurance will be instead of severance pay, in accordance with Section 14 of the Severance Pay Law, 5723-1963, pursuant to the general approval that was published by the Minister of Labour in Yalkut Pirsumim [Gazette] 4659 dated 30<sup>th</sup> June 1998 and two amendments thereto that were published in Yalkut Pirsumim 4803 of 19<sup>th</sup> September 1999 and in Yalkut Pirsumim 4970 dated 12<sup>th</sup> March 2001, or in accordance with a different approval that may be applied for by the Club from the competent authority under Section 14 of the Severance Pay Law. The Coach undertakes to perform any act and to sign any document in order that the Club be able to obtain the aforesaid approvals.

## **10. General provisions**

- a. This Agreement will have binding force as between the parties only after it has been submitted to the Budget Control Authority (*hereinafter – "the Authority"*) and has been approved by it.
- b. The parties are entitled to cancel this Agreement before the end of the period of its validity, provided that the cancellation is made by mutual consent and receives the approval of the chairman of the Authority.
- c. The parties are entitled to amend the provisions of this Agreement before the end of the period of its validity, provided that the amendment is made by mutual consent and receives the approval of the chairman of the Authority.
- d. It is expressly agreed by the parties that this Agreement as same will be submitted to the Authority and as will be approved by it will be the only binding Agreement between the parties, and any other agreement which is not submitted to the Authority and is not approved as aforesaid will be null and void, will be of no force or effect and the parties will not act in accordance therewith.
- e. The Club and the Coach confirm that they have read the provisions and the terms and conditions of the Agreement and that these are understood by them and are agreed to by them.

- f. Any alteration and/or addition to this Agreement shall be signed by the parties alongside each amendment separately.

**11. Representative**

(Circle the appropriate possibility)

- a. This Agreement is entered into through a representative.
- b. This Agreement is not entered into through a representative.

If the Agreement was entered into through a representative, we will want to know which of the parties was assisted by the services of the representative.

**12. Addresses of the parties**

The addresses of the parties for purposes of this Agreement are as follows:

- 1) The Club \_\_\_\_\_
- 2) The Coach \_\_\_\_\_

In witness whereof the parties have hereunto signed on \_\_\_\_\_

\_\_\_\_\_  
**The Coach**

\_\_\_\_\_  
**The Club**

Approval of the Budget Control Authority:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date