**Employment Agreement**

between

**…………………….. (”the Club”)**

and

**………………………. (“the Coach”)**

**1. Background**

The Club and the Coach (hereinafter collectively referred to as “the Parties”) have entered into this temporary employment agreement for the period ……………. *(dato)* until ……………. *(dato)*.

The Coach is employed temporarily in accordance with the Norwegian Working Employment Act § 14-9 subparagraph 1 litra e).

**2. Scope of work**

*2.1 Coaching work*

The main objective of the Coach’s work is to plan and carry out training and competition activities for the Club in order to achieve the best possible results within the economic framework of the existing budgets. The Coach shall actively participate at training sessions and camps, competition preparations and competitions of the Club, including travelling arrangements related hereto.

The Coach may not without prior written approval by the Club engage in other activities or employments which are incompatible with the position as a Coach of the Club.

*2.2 Reporting requirements and budgets*

The Coach shall report to the ……………………. *(eks: General Manager/Sports Manager/Chairman)* of the Club.

The Coach shall comply with the existing budgets and instructions from time to time. The Coach shall submit settlement of accounts without delay.

*2.3 Marketing work*

The Coach shall, to a reasonable extent, take part in and contribute to the Club’s marketing activities, including but not limited to:

* exposure of the sponsors’ logos on training- and representation outfit
* photo sessions
* media appearance
* company visits, lectures etc

The Coach shall act in compliance with the Club’s existing marketing provisions and clothing regulations.

The Coach may refuse to participate in marketing work if the participation in question is in conflict with the Coach’s ethical or moral convictions, cf. paragraph 14-5(3) of the statutes of the Norwegian Olumpic and Paralympic Committee and Confederation of Sports.

*2.4 Working Hours*

The employment constitutes a …. % position, i.e. corresponding to an average of … hours on a weekly basis not including lunch. The Coach is required to be at the disposal for the Club in accordance with the agreed working schedule cf ANNEX 1, to this agreement.

The position as a Coach is a particularly independent employment and thus exempted from the overtime regulations in the Working Employment Act.

**3. Salary and benefits**

*3.1 Salary*

For the term of this agreement the Coach shall receive a salary of NOK ….. gross per year. One twelfth of the salary is paid out each month (exept in the vacation month) no later than on the ….th of each month.

The salary includes compensation for overtime work and work in weekends and on evenings.

The Club will deduct lawful and applicable taxes from the salary

*3.2 Holiday, pension plan and insurance*

The Coach is entitled to holiday and holiday pay in accordance with the Norwegian Holiday Act.

The Coach shall be included in the Club’s prevailing pension plan and insurance for its employees.

*3.3 Expenses related to training camps, competitions etc*

The Club will cover the costs related to travels, accommodation and board in connection with the Coach’s participation in the Club’s training camps, competitions and club visits. Such costs are normally to be paid directly by the Club.

Expenses related to other work for the Club, requires prior written consent from the Club in order to be refundable.

*3.4 Phone and personal computer*

The Club will cover the Coach’s mobile phone expenses limited to a total of NOK ….. on an annual basis.

The Club will provide the Coach with a personal computer for his disposal during the term of this agreement.

**4. Term and renegotiation**

This agreement shall take effect as of date of ................ *(dato)* and shall remain effective until …………… *(dato)*. At the expiry of the agreement all equipment provided by the Club shall be returned by the Coach.

The Parties shall meet to renegotiate this agreement prior to ………… *(dato)* in order to discuss and agree on (if any) a prolongation of the agreement.

**5. Termination**

The contract expires at the expiration date without any further notification from either the Coach or the Club. During the contractual period the contract may be terminated in accordance with the Working Employment Act chapter 15. In particular the contract may be terminated by one of the parties if conditions as described below are present.

The Club may terminate this agreement with one month notification if:

* The Club’s economy suffers substantial failure
* The Coach fails to maintain the expected level as Coach as presupposed in this contract.
* The Coach does not fulfil his obligations with respect to the services provided under this agreement

The Coach may terminate this agreement with one month notification if:

* The Club’s consideration payable to the Coach is more than 30 days delayed.

If the Coach commits a material breach of duty or other serious breach of this contract, e.g. by discrediting the sport and/or the Club or by non-compliance with existing doping provisions or the ethical standards of sports and guidelines thereto, the Club may summary dismiss the Coach cf. the Working Employment Act § 15-14.

**7. Applicable law and jurisdiction**

This agreement is governed by and shall be construed in accordance with the laws of Norway. Furthermore the contract is subject to the applicable laws and regulations of the Club and of the Norwegian Olympic and Paralympic Committee and Confederation of Sports.

The exclusive legal venue for all disputes from this agreement shall be ……. *(sted/by)*, Norway.

........................... (place/date)

The Club The Coach

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