**TEMPORARY EMPLOYMENT CONTRACT**

on the position as professional football coach

**Head Coach – 1st team (men)**

for the period …. (date) to … (date), hereinafter the *“Employment Period”*

# *The parties:*

***The Coach:***

Name:

Address:

Nationality:

and

***The Club:***

Name:

Organizational number:

Address:

Club representative name/address:

have entered into this agreement on temporary employment, cf. § 14-9 of the Norwegian Employment Act, on the terms and conditions stated in this contract. This contract is not valid unless signed by both parties.

**1. Position and title**

The Coach is employed as head coach for the Club’s first team (men). The scope of work pursuant to this contract represents a 100 % position.

**2. Temporary employment**

The Coach is temporary employed for the period (……) to (……), hereinafter the Employment Period, cf. the Working Employment Act § 14-9 (1) e).

**3. Working tasks and obligations**

**3.1 Job title and scope of work**

The job title is head coach (in Norwegian: “Hovedtrener”) for the Club’s first team (men), cf. section 1 above.

The scope of work and working tasks are described further in appendix 1 to this contract (Work instructions).

The Coach reports to ……………. .

**3.2 Contribution to market and media tasks**

The Club holds all of the Coach’s marketing (image) rights and has the exclusive right to enter into marketing agreements deemed necessary to finance the Club’s activities. The Club may free of charge use individual photos, live images, group photos and team photos, including the Coach’s name, voice and signature to fulfil the Club’s marketing agreements and in Club activities. These rights may i.a. be used for advertisements, campaigns, radio commercials, internet commercials, social media, TV commercials, video features, products, packaging and brochures.

The Coach shall contribute to the fulfilment of the Club’s marketing agreements (cf. above) and in the Club’s marketing work in general. The Coach may not enter into private marketing agreements without the Club’s prior written approval. The Coach shall act loyally towards the Club’s partners, and contribute so that the Club’s players act in accordance with concluded cooperation agreements.

The Coach shall not participate in activities, e.g. hold lectures or participate on events or meetings with other than the Club’s partners, without the Club’s prior written approval.

The Club shall inform the Coach about the marketing agreements comprising the Coach and involving use of the Coach. Moreover, the Club shall inform the Coach about future marketing activities within reasonable time (and no later than 2 weeks prior to the start of the marketing activities) so that the Coach may plan and arrange accordingly. Under special circumstances, though, the Club may demand that the Coach participates on shorter notice.

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. Such refusal, however, is depended on the Coach having a prominent role in the marketing activity.

The Club shall reasonably consider the Coach’s workload when requiring participation by the Coach in marketing work.

The Coach shall be at the media’s disposal after matches, and for other relevant occasions when deemed fit. The Coach’s statements shall be factual and not suited for impairing the Club’s goodwill and reputation. The Coach shall not give statements to the media in cases not related to the Coach’s working tasks.

The Coach shall use the equipment and wear put to the Coach’s disposal by the Club for use during matches and trainings, as well as in connection with other representative duties.

The Coach may be held liable for economical loss suffered by the Club due to any violation of these regulations.

**4. Place of work**

The work will be executed on different locations depending on where relevant trainings/practices, matches and marketing campaigns (if any) are conducted. The Coach is aware of and accepts that the position requires vast traveling activities. The Club has its offices in (………) where an office shall be at the Coach’s disposal when required.

While performing working tasks outside the Club’s offices, training fields or arena, the Club shall cover the Coach’s travel costs.

**5. Working hours**

The Coach is employed in a leading position not comprised by the Working Employment Act’s regulations on working hours, cf. § 10-12 (1) and thereby not entitled to overtime pay. The Coach is expected to work the time necessary to fulfil the Coach’s duties pursuant to this agreement.

The Coach is entitled to time off (with salary) for participation in relevant activities under the auspices of the Norwegian Football Federation (NFF) and/or international football associations, and in connection with the Norwegian Football Trainers’ Association annual seminar during the cup final weekend, and up to one week in connection with relevant further education/studies (off-season).

**6. Salary and other benefits**

**6.1 Salary**

The salary for the position is …………. per year, which is paid out with 1/12 each month, with the exception of the month of June when last year’s holiday pay is paid out instead of the ordinary, monthly salary.

The salary is paid on the Club’s ordinary salary payment date on the …. of each month. The salary is paid to the Coach’s bank account no: ……………………. .

If the first team is relegated from the division to which it was qualified at the time of the execution of this contract, the salary shall be reduced by … % as of 1st of January the succeeding year (i.e. as of the year the first team plays in the lower division). The Club may also claim that any agreed bonus is adjusted so that it correlates with the Club’s future economy and the fact that the Club will be playing in a lower division.

If the first team is promoted to the division it was qualified for at the time of the execution of this contract, the salary and bonus shall be adjusted up to the original level as of 1st of January the succeeding year (i.e. as of the year the first team plays in the higher division).

The Club may deduct from the Coach’s salary and/or holiday pay any outstanding amount towards the Coach in connection with the employment, including due to wrongful payments. The Coach shall be notified prior to such deduction.

**6.2 Other benefits**

The Coach is entitled to other benefits from the Club as follows:

* *(free phone usage, including internet subscription and a cellular phone)*
* *(laptop computer)*
* *(other)*

**6.3 Bonus**

*The parties have agreed on a bonus for the Coach in accordance with the terms stipulated in the bonus agreement, which is attached hereto as Appendix 2.*

**7. Holiday and holiday pay**

The Coach’s holiday and holiday pay shall be in accordance with the Norwegian Holidays Act. Notification about the fixing of holiday dates is given in accordance with § 6 (2) of the Holidays Act.

The Holidays Act § 7 no. 1 which regulates the fixing of the main holiday dates does not apply. The parties shall discuss the fixing of the holiday dates.

Holiday pay is calculated and paid in accordance with the Holidays Act.

**8. Sickness and maternity leave**

Payment during sick leave and maternity leave shall be in accordance with the Norwegian National Insurance Act. If the Club advances payments from the National Insurance to the Coach, the payments from the National Insurance shall be paid directly to the Club.

The Coach shall notify the Club’s representative when the Coach has a leave of absence and is not able to fulfill his duties stipulated in this contract. Such notification shall be given as soon as the Coach understands that he will not be able to attend. Otherwise, ordinary rules on sick leave apply.

**9. Pension, insurances and licenses**

The Club shall take out and cover the costs related to mandatory occupational insurance, and travel insurance.

As of the commencement date, the Coach shall be included in the Club’s existing collective pension scheme on the, at all times, terms regulated in the Club’s agreement(s) with the insurance company.

The Coach shall participate on all courses necessary to fulfill the NFF’s license requirements in order to hold the position as stipulated in this contract. The Club shall cover the costs related to participation in such courses during the Employment Period.

**10. Other employment or activities**

The Coach shall not without prior written approval by the Club engage in other employments or activities within areas comprised by this contract.

The Coach shall not without prior written approval by the Club perform coaching services for others, whether paid or not. Similarly, the Coach shall not without prior written approval by the Club take on honorary posts or work as a team leader for other clubs in the same sport.

**11. Expiry/termination**

**11.1 General**

The employment is temporary and expires without prior notice on ….. (date). This contract may not be terminated by way of notice of dismissal during the Employment Period.

**11.2 The Club’s right to terminate the employment**

Both parties acknowledge that the Coach is not the chief executive of the Club and therefore cannot relinquish is rights pursuant to § 15-7 of the Working Employment Act when entering into this contract. However, given the parties’ need for predictability and hereunder the Coach’s right to terminate the contract, cf. section 11.3 below, the Coach has at the time for entering into this contract explicitly expressed that he accepts that the Club may terminate this contract without cause provided that:

* The Club pays the Coach a severance pay of … months’ salary (based on the Coach’s monthly salary at the time of termination).
* The severance pay shall not exceed the total salary the Coach would ha received according to this contract for the rest of the Employment Period.
* The severance pay shall be paid in monthly rates at the Club’s salary payment date with required tax deductions. The severance pay does not form basis for holiday pay or pension rights.

If the Club wants to terminate this contract in accordance with the above provision, it shall arrange a meeting with the Coach and offer the Coach a severance agreement on the terms and conditions described above. If the Coach – despite the parties’ agreement at the time of this contract – does not accept the Club’s termination of this contract, the contract will remain in force in accordance with its content.

Notwithstanding the above, the Club may summarily dismiss the Coach if the condition in § 15-14 of the Working Employment Act is fulfilled. This condition is fulfilled if i.a:

1. The Coach acts in a manner which clearly may harm the work in sports or the sports’ reputation, or
2. The Coach acts contrary to the Club’s, NFF’s or the NOC’s rules, guidelines or ethical values, or
3. The Coach uses and/or does not actively work against athletes’ use of doping and/or narcotic substances, or
4. The Coach commits a material breach of some of his working tasks.

**11.3 The Coach’s right to terminate the employment**

The Coach may terminate this contract if the Coach or the Coach’s new employer pays the Club a compensation of NOK ….. . The compensation may, however, not exceed the total salary the Coach would ha received according to this contract for the rest of the Employment Period. This contract ceases at the time the compensation is actually received by the Club.

Pursuant to the above, the Coach shall notify the Club before the Coach enters into negotiations with a potential new employer.

Notwithstanding the above, the Coach may terminate this contract with immediate effect if the Club materially breaches the contract.

**12. Consent to the use of personal information**

The Coach consents to the Club’s use of sensitive and non-sensitive personal information related to the Coach’s employment and as part of the Club’s personnel administration.

**13. Fair play. Sports provisions.**

The Coach shall be member of the Club during the employment.

The Coach undertakes to acknowledge and obey the rules and legislation of the NOC (the Norwegian Olympic and Paralympic Committee and Confederation of Sports), including in particular chapter 12 of the NOC’s statutes concerning doping. The Coach undertakes that sanctions and penal measures prescribed in the NOC’s and the NFF’s statutes may be imposed if the Coach violates any of the provisions in these statutes.

The Coach may not directly or indirectly participate in betting or gambling related to matches where the Club’s teams are involved, or in any way contribute, or seek to contribute, to bribes, or seek to influence on results or single happenings in a match through unsportsmanlike behavior.

If the Coach is approached by persons seeking to have the Coach influencing the result or single happenings in a match through unsportsmanlike behavior, the Coach shall immediately inform the Club and the NFF.

If the Coach obtains knowledge that players connected to the Club may be involved in illegal gambling, the Coach shall immediately report this to the Club’s general manager.

**14. Confidentiality**

The Coach shall remain absolutely confidential the Club’s activities, business affairs or personal information obtained during the employment, to the extent such information is not public or widely known. The confidentiality obligation also includes information regarding employees, board members, players, sponsors/partners or other liaisons.

The Coach may not use internal or confidential business/activity information for other purposes than performing the duties in this contract.

The obligations of this clause apply both during and after the expiry of the employment.

**15. Disputes**

Any dispute related to this contract which is not subject to the penal provisions of FIFA, NFF or NOC shall be attempted solved through negotiations. The parties shall loyally and in good faith seek to solve the dispute amicably.

In case the negotiations fail, the dispute shall be solved in accordance with the Working Employment Act.

Dispute resolution bodies within sports may only be used to the extent this is in conformity with the Working Employment Act.

**16. Confidentiality**

The parties shall remain the content of this contract confidential, unless the parties agree otherwise.

This contract is signed and executed in two copies, one for each of the parties.

(place/date)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Club signature Head Coach signature

Appendix: Work instructions

 Bonus agreement

**Work instructions**

**1. The Coach’s sporting obligations**

1.1 Introduction

The tasks to be executed by the Coach prior to the season, during the season and after the season are described in the following.

**1.2 Obligations prior to the season**

The Coach shall prior to each season attend to and be responsible for the following:

* The setting of sporting results goals and sporting development goals (prioritized) for the first team
* The preparation of an annual training plan.
* The preparation of individual and general programs for the team’s physical, technical and tactical training.
* The preparation of a plan for tests to be conducted by the players during the year, including preparation of forms for test results.
* The preparation of a plan for friendly matches.
* The preparation of a plan for meetings with the players and supporting personnel. There shall be no less than three meetings (respectively) with players and supporting personnel; Prior to, in the middle of, and after the season.
* The preparation of a match evaluation form to be used for analysis of the team’s matches.
* The preparation of written reports from individual talks with the players in the first team squad (at least one talk to be conducted with each of the player of the squad prior to the season).

The above work shall be conducted in cooperation with the Club’s sporting support personnel. The work results shall be put in writing and presented to the General Manager (or the Board) prior to each season.

## **Obligations during the season**

The Coach shall during the season attend to and be responsible for the following:

* The preparation of a status report mid-season concerning the sporting work. In the status report, the Coach and other supporting personnel shall evaluate the situation up against the result- and development goals, and possibly adjust such goals.
* The evaluation and possible adjustment of the plan for training programs.
* The input of the players’ test results in adequate forms.
* The preparation of individual training programs for the players during summer holiday (if any).
* The preparation of written reports from player talks (at least one talk to be conducted with each of the players of the squad during the season).
* The preparation of written reports from meetings with the players and the supporting personnel.
* The preparation and follow-up of match evaluation forms for each match

The above work shall be conducted in cooperation with the Club’s sporting support personnel. The work results shall be put in writing and presented to the General Manager (or the Board) in the middle of each season.

## **Obligations after the season**

The Coach shall after the season attend to and be responsible for the following:

* The preparation of a status report concerning the sporting work over the year. In the status report, the Coach and other supporting personnel shall evaluate the season up against the result- and development goals, and assess the reasons for any deviations and suggest areas for improvement up to the next season.
* The preparation of a plan for the training program for the period up to the coming pre-season preparations.
* The preparation of written reports from player talks (at least one talk to be conducted with each of the players of the squad after the season).
* The preparation of written reports from meetings with the players and the supporting personnel after the season.

The above work shall be conducted in cooperation with the Club’s sporting support personnel. The work results shall be put in writing and presented to the General Manager (or the Board) after each season.

**2. Proprietary rights**

The Coach transfers to the Club exclusive exploitation right to any intangible inventive works or other intellectual property rights the Coach contributes to obtaining during the employment. The Club may also amend such works and transfer exploitation rights to others without the Coach’s consent.

In the event of resignation, any material about the Club, and which belongs to the Club, in the Coach’s possession, shall be returned to the Club.