**TEMPORARY EMPLYMENT AGREEMENT**

on the position as

**Swimming Coach**

for the period …. (date) to … (date)

# *The parties:*

***The Swimming Coach***

Name:

Social security number:

Address:

and

***The Club***

Name:

Organizational number:

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.

**1. Working tasks - scope of work**

The Coach’s main scope of work and job title is: Coach for the ……. team of the Club.

The Coach is responsible for training- and competition planning, follow-up and sporting results for athletes on the ….. team. The activities shall be conducted pursuant to the Club’s goals and action plans and in accordance with the determined budget limits.

The Coach shall participate as coach on all representation duties and events that fall within the scope of work.

The Coach shall contribute to transparent and positive labour relations with the Club and athletes.

The Coach’s work and behaviour shall be in accordance with the general guidelines of the Norwegian Olympic and Paralympic Committee and Confederation of Sports and the Norwegian Swimming Federation, and at all times be based on high ethical standards.

The Coach shall conduct the work stipulated for the position at all times, and which naturally falls within the scope of prevailing instructions and guidelines. An elaboration of the Coach’s scope of work follows from the work instructions, cf. appendix 1.

The Coach shall report to ……….. .

The first six months of the employment is considered a trial period. If the Coach is absent during the trial period, the trial period may be extended accordingly. The notice period during the trial period is 14 days.

**2. Place of work**

The Coach’s working place is with the Club facilities, and also where the Coach performs his work, cf. section 1.

**3. Working hours**

The position is a …. % position.

The position is considered a senior and particularly independent post, and chapter 10 of the Working Employment Act does not apply, cf. § 10-12 (1) and (2). The character of the position implies that the Coach must count on unsociable hours, including work on evenings and in weekends/public holidays.

**4. Salary and benefits**

*(a) Fixed salary*

The Club shall pay to the Coach a fixed salary of …. per month. For the month of June, the Coach will receive accrued holiday pay as per the Holiday Act, (in lieu of salary).

The Coach shall not receive separate payment for overtime as it is deemed included in the fixed salary.

The payment shall be made on a monthly basis on the … of each month.

*(b) Travel allowance (kun forslag)*

The Coach shall be entitled to car allowance pursuant to the government rates and coverage of tolls etc. for work related driving (driving in connection with competitions, conferences etc.)

*(c) Other allowances (kun forslag)*

The Club shall cover the Coach’s expenses related to travel and accommodation in connection with competitions, conferences etc.

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

**5. Holiday and time off**

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

The Coach’s time for holiday shall be clarified with the Coach’s superior and shall be adapted to the Club’s sporting activities. § 7 no 1 of the Norwegian Holiday Act regulating placement of holiday shall not apply.

The Coach shall be entitled to time off (with or without pay – *fyll inn*) in connection with assignments for the National Team and/or other representation assignments of shorter periods. Longer representation assignments (more than three days) must be clarified in advance with the daily manager on each occasion.

**6. Expiry**

This agreement expires on … (date) without any further notice by the Club or the Coach.

*Kommentar: Arbeidstaker som har vært ansatt i mer enn ett år, har krav på skriftlig varsel om tidspunktet for fratreden senest en måned før fratredelsestidspunktet).*

In case of notice during the term of this agreement, § 15-7 of the Working Employment Act shall apply, with the notice periods stated in the Act.

If the Coach commits a material breach of the obligations relating to this contract, the Club may summary dismiss the Coach.

**7. Limitations in other activities**

The Coach may to a limited extent take on paid assignments such as courses, lectures etc insofar as such assignments do not have negatively impact on the Coach’s fulfilment of working obligations, or are contrary to the Club’s interests, including interests of sporting nature.

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

**8. Payment during sick leave**

Payment during sick leave and maternity leave shall be in accordance with the Norwegian National Insurance Act (*“Folketrygdloven”*).

Otherwise, the Working Employment Act’s regulations on maternity leave and other leave of absences apply.

**9. Pension and insurances**

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. At present … % of the salary is deducted for this purpose in accordance with present rules.

Similarly, The Coach shall be included in the Club’s existing personnel insurance scheme on the, at all times, terms regulated in the Club’s agreement(s) with the insurance company.

**10. Membership/NOC’s statutes/doping**

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 11 and 12 of the NOC’s statutes. The Coach undertakes that sanctions and penal measures prescribed in the NOC’s and the NSF’s statutes may be imposed if the Coach violates any of the provisions of these statutes.

The Coach undertakes to become familiar with current provisions in the NOC’s, the Norwegian Swimming Federation’s (NSF) and the Club’s prevailing laws, regulations and guidelines.

The Coach guarantees that he/she has not, and will not, act in a way contrary to the objectives, operations or core values of the NOC, NSF or the Club, and which is incompatible with the employment. This includes i.a. doping, match fixing and other actions capable of harming the image and reputation of sports.

The Coach is aware that the aforementioned is a vital condition for the employment, and that any breach of this condition may lead to termination of this contract.

**11. Communication/marketing work**

The Coach shall to a reasonable extent participate in the Club’s marketing work, including i.a. photo shoots, media appearances and display of marketing material on training and competition wear etc. The Coach shall at all times work for a satisfactory relationship between the Club, the Club’s athletes and the Club’s partners.

The Coach shall use the equipment and wear put to his/hers disposal by the Club in competitions and in connection with trainings, as well as in connection with other representative duties.

If the Coach represents the NSF, he/she is subject to the regulations of the NSF/National Team.

The Coach may refuse to participate in marketing work if the participation in question is in conflict with his/hers ethical or moral convictions.

**12. Confidentiality**

The Coach shall remain absolutely confidential the Club’s business affairs, including information regarding athletes, sponsors/partners or other liaisons, provided that this information is not public or widely known.

**13. Proprietary rights**

The proprietary rights to literary, scientific or artistic works made by the Coach during the employment shall belong to the Club. The Club may also amend such works and transfer exploitation rights to others.

The Coach may not use the Club’s business or trade secrets for other purposes than performing his work for the Club. This includes i.a. computer programs, systems, drawings, descriptions, recipes, models, notes, memorandums, contracts and other documents, (including template documents) belonging to the Club. The Coach shall return all such material when the employment ends.

**14. Disputes**

Any dispute between the Club and the Coach relating to the understanding of this contract shall be attempted solved through negotiations. In case the negotiations fail, the dispute shall be solved by the ordinary courts.

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

For the Club The employee:

........................................................ .................................................

Appendix: Work instructions