

# CONTRACT

(contract of employment)

FOR THE TEMPORARY EMPLOYMENT OF PROFESSIONAL  
ICE HOCKEY PLAYERS AT THE CLUB

BETWEEN	EMPLOYEE/PLAYER	DATE OF BIRTH	ADDRESS

AND	EMPLOYER/CLUB	ENTERPRISE NO.	ADDRESS/PLACE

FOR THE PERIOD FROM		TO	
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This contract has been entered into today in accordance with the Norwegian Work Environment Act and The Norwegian Ice Hockey Federation (NIHF) regulations and the conditions of the current contract. The contract binds both parties from the day the contract is signed.

Three copies of this contract have been drawn up, of which, each party will retain one. The third copy is to be sent to the Norwegian Ice Hockey Federation 7 days at the latest after the signing of the contract. Amendments to the conditions of the contract must be done in writing and sent to the Norwegian Ice Hockey Federation 7 days at the latest after the contract was entered into/amended.

Place: .....Date:.....

BINDING SIGNATURE OF THE CLUB	SIGNATURE OF PLAYER	SIGNATURE OF GUARDIAN FOR PLAYERS UNDER 18 YEARS OF AGE

**Note:**

It is not permitted to enter into contracts with players under the age of sixteen, cf. the NIHF statute, § 22 g. An information meeting must be held between the club and the player's guardian in order to enter into a contract with minors. The minutes of the meeting must be written and signed by both parties. The minutes must be enclosed with the contract. Contracts with minors shall be signed by the Player and the Player's guardian. Refer to the NIHF statute, § 22 g.

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**I**

**EMPLOYMENT RELATIONSHIP/GENERAL TERMS AND CONDITIONS**

**1. TEMPORARY EMPLOYMENT**

The Player is employed by the Club in accordance with the Norwegian Working Environment Act, § 14-9, for the term specified in this contract of employment. During this period the contract cannot be terminated by the Club or Player unless it complies with the provisions in PART III or upon mutual agreement between the Parties.

**2. WORK TASKS**

The Player's primary job for the Club is that of an ice hockey player. The Player has the right and obligation to participate in training, training camps and to complete the Club's training programme. Furthermore, the Player has the right and obligation to participate in tasks connected to games and preparations for games. In addition to performing the tasks that are generally expected of an ice hockey player, the Player shall (within reason) participate in marketing contracts in compliance with the provisions in PART II, item 4.2.

**3. WORKPLACE**

The workplace is the Club's regular training hall in accordance with item 2 above.

The Club is obligated to pay the Player's travelling expenses (to/from the Club's home town) and any lodgings in connection with away games.

The selected workplace will form the basis of calculation for the remuneration of travel expenses.

**4. WORKING HOURS**

On average, the working week will be 37.5 hours.

The Parties agree that the tasks defined in this contract will amount to .....% or.....hrs/week.

The same percentage of full-time employment shall apply when hiring players on the same team unless special conditions apply. However this does not prevent other players from having different levels of pay for the same percentage of full-time employment.

Working hours are defined as time spent on the tasks specified in item 2 above, in addition to the tasks specified in Part II, item 4.2. Games are to be played in accordance with the schedule for the applicable period. Training and marketing related work shall be carried out at fixed times to the extent possible, and after discussions with the Player's representative where the Player's needs shall be taken into consideration. The Player shall be notified at the earliest opportunity of any changes to game times or training times. Marketing work can be planned as long as it is appropriate and prior warning has been given as early as possible.

**5. PARTICIPATION IN NATIONAL TEAMS**

The Club has an obligation to give the Player paid time off to participate in any training workshops and games for national teams after being selected by NIHF, or if the Player does not come from Norway, the organisation that is equivalent to NIHF in the Player's respective country of origin.

**II RIGHTS AND OBLIGATIONS OF THE PARTIES**

**1 RIGHTS OF THE PLAYER**

**1.1 WAGES, REMUNERATION AND REIMBURSEMENT OF EXPENSES**

The Player will receive the following monetary remunerations:

Gross pay:

NOK ..... per month.

Net monthly wages will be paid on ..... each month. No wages will be paid the same month as the holiday payment

**Bonus:**

The Player will receive the following bonuses:

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

Bonuses are paid with the Player's monthly salary in the following calendar month after the bonus has been given unless otherwise agreed in writing.

**Remuneration of travelling expenses:**

The Club covers the Player’s travelling expenses for work the Player carries out for the Club.

Refer to Part I, item 3. Travelling expenses from the Player’s residence to the agreed training venue are to be covered by the Player.

**Other remuneration:**

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

All taxable remuneration shall be specified as gross amounts.

Taxable remuneration must exceed NOK 999 per month in order for a professional contract to be entered into. Examples of other taxable remuneration are bonuses, equipment, a car, etc. Examples of non-taxable remuneration are documented travelling expenses, per diem in connection with travelling, etc. This does not mean that the remuneration does not have to be reported. Please note that fringe benefit tax for taxable fringe benefits (e.g., a car, apartment, etc.) must be paid by the Player.

Vouchers must be submitted by.....each month. Remuneration for expenses that are not reported within 3 months after the date above will not be paid.

**1.2 HOLIDAYS**

Holidays are taken and paid in accordance with the Norwegian Annual Holidays Act. The setting of holidays is notified in accordance with the Norwegian Annual Holidays Act, § 6(2).

§ 7(1) of the Norwegian Annual Holiday Act relating to when the main holiday must be taken does not apply. The employer and employee will jointly discuss when the holiday is to be taken. The Club shall strive to facilitate a seven-day consecutive holiday during the competition season.

Holiday pay is calculated in accordance with the provisions in the Norwegian Annual Holidays Act. Bonuses and other remuneration for work shall be included in the earnings used as a basis for calculating holiday pay.

**1.3 ILLNESS**

In the event of illness or injury, the Club shall pay the base salary and other match-related benefits to the Player. If social security benefits from NAV are not paid in full or in part as a result of negligence caused by the Player, the Club can offset the amount equivalent to the amount the Player could claimed from NAV.

Disease and / or injury has no consequences for the employment relationship.

## **1.4 EDUCATION AND CAREER GUIDANCE**

The Player can inform the Club about any education plans, after which the Parties will hold discussions to decide how the plans can be best adapted to the Player's obligations under this contract.

Upon entering into a new professional contract, the need for career guidance is discussed. If such a need exists, the Club and the Player together will find the relevant counselling service.

## **2. OBLIGATIONS OF THE PLAYER**

### **2.1 GENERAL**

The Player has an obligation to remain a member of the Club as long as this Contract is in force.

The Player has an obligation to comply with the statutes/administrative decisions of the Norwegian Olympic and Paralympic Committee and Confederation of Sports (NIF), the Norwegian Ice Hockey Federation (NIHF) and the Club, as well as decisions made by the Club under its right of control as an organisation and employer.

The Player cannot participate professionally/actively in any other sports or physical activities whilst this contract is in force unless approved by the Club in writing.

This contract does not represent any limitations when it comes to the Player's rights pursuant to non-waiverable regulations laid down in the provisions for temporary employment in the Norwegian Working Environment Act.

### **2.2 OBLIGATION TO WORK /OBLIGATION TO PLAY**

The Player has an obligation to play games for the team he is selected for and when the Club decides, regardless of whether the game is part of a series of games, a tournament, private event or if the game takes place in Norway or abroad. The Player must also adhere to the travel plans determined by the Club. Otherwise, reference is made to Part I, item 2.

Moreover, the Player has an obligation to adapt his way of life according to the Club's rules or provisions that pertain to the Player as a top sports person.

If the Player has a legitimate reason for not attending training or a game, he shall notify the Club's management of the absence without undue delay.

The Player shall notify the Club of any illness or inability to work without undue delay. Self-certified sick notes and doctor's sick notes shall be submitted to the Club in compliance with and within the deadlines laid down in applicable Norwegian legislation.

## **2.3 EQUIPMENT**

The Club shall provide the required training equipment and equipment for games for the Player. The Player has an obligation to use the equipment provided by the Club in connection with training, games and representations.

The Player shall be loyal to the Club's equipment contracts. If the Player can document any health related reasons for not using standard equipment, the Player is entitled to have the equipment adapted to suit his requirements within an acceptable timeframe, cf. the Norwegian Working Environment Act (AML), § 4-4.

## **2.4 DOPING – DOPING CHECKS - DOPING REGULATIONS**

The Player has an obligation to abstain from taking any substances and using any methods that are forbidden in accordance with NIF's, IOC's and IIHF's applicable regulations at any given time.

The Club has an obligation to inform the Player about the regulations relating to forbidden doping substances and methods, as well as the consequences of breaching the doping regulations. However, the Player understands that should the Club fail to sufficiently follow-up their duty of disclosure under this provision the discrepancy cannot not be used to defend the Player in a possible doping case.

## **3 OBLIGATIONS OF THE CLUB**

### **3.1 QUALIFIED TRAINER/TEAM MANAGER**

The Club is obligated to provide qualified trainers and team managers for the Player's team at the Club.

### **3.2 MEDICAL ASSISTANCE/TREATMENT**

The Club provides medical assistance for the Player or other essential and appropriate treatment for injuries sustained whilst participating in the activities covered by the contract of employment.

Assuming that the Player allows himself to be treated by a doctor/physiotherapist/chiropractor that he has been referred to by the Club, the Club will pay for all costs linked to treatment.

When the Club has covered all medical assistance, treatment, etc., the Club is entitled to reimbursements from Norwegian national insurance schemes and payments that shall cover the aforementioned costs under the agreed insurance schemes.

However, the Player always reserves the right to consult his own doctor at his own expense.

The Club has an obligation to submit an injury report to the Norwegian Labour and Welfare Administration (NAV).

### **3.3 INSURANCE AND PENSION**

The Club is has an obligation to take out the following insurance/pension for the Player:

- Occupational injuries insurance
- Travel insurance
- Mandatory Service Pension (OTP)

The Club has an obligation to obtain NIHF's extended player's licence unless otherwise agreed by the Parties.

## **4. MARKETING CONTRACTS**

### **4.1 ALL CONTRACTS ARE TO BE ENTERED INTO BY THE CLUB**

Contracts and the establishment of partnerships between the sports industry and industry and commerce shall be entered into in writing. Only the Club or NIHF can form the parties of such contracts/partnerships unless stated otherwise in the NIHF statute, § 14-4 (2).

The Club permits the Player to enter into his own marketing contracts within the constraints determined by NIHF.

The Club shall approve such contracts and ensure that it receives an acceptable share of the revenue the Player's own marketing contracts generate.

### **4.2 PLAYER PARTICIPATION IN MARKETING CONTRACTS**

#### **RIGHT TO USE THE PLAYER**

The Club's contracts shall ensure that the Player is not subjected to an unacceptable level of burden beyond that which the Player must expect in the course of duty.

The Club shall continually inform the Player of the partnerships it has entered into and the subsequent obligations the contract imposes on the Player.



The Player gives the Club the right to give the Club's contracting partners (commercial) permission to use the Player, hereunder photographs, live images, name and signature, etc., for marketing purposes and for the contracting partner's internal and/or external events.

The Player reserves the right to refrain from participating in advertising and marketing programmes that contravene the Player's own ethical and moral beliefs. Such a reservation shall be made in writing and explained. Moreover, in respect of the Player, the Club shall plan how contracting partners shall use the Player to enable the Player to best plan and adapt his time.

### **III CANCELLATION OF THE CONTRACT**

#### **1.0 THE CLUB'S RIGHT TO CANCEL THE PLAYER**

The Club can terminate the contract of employment in writing with 1 month's notice calculated from the 1st of the following month, if:

- a. The Club, despite having set up a realistic budget, encounters negative financial developments that significantly weaken the basis for further operation.
- b. The Club's top team is relegated to other NIHF divisions. Cancellations can only be made when it is clear that the Club's top team will be relegated. The Player will then leave at the end of the season. In this instance, the Player will be paid until the end of the current season.
- c. The Player breaches his obligations under the contract and continues to breach them after receiving a written warning from the Club.

Otherwise, cancellations shall occur in accordance with the provisions in the cf. Norwegian Working Environment the Norwegian Working Environment Act Act, (AML), Chapter 15.

The Parties have understood that with an eventual breach of this contract they may also be imposed sanctions or punishment in accordance with NIF's and NIHF's regulations, as well as the Norwegian Working Environment Act and Norwegian law in general.

#### **1.1 THE CLUB'S RIGHT TO DISMISS THE PLAYER**

If the Player grossly breaches his contractual obligations or commits other significant breaches related to this contract of employment, the Club can dismiss the Player with a demand for immediate resignation in compliance with the Norwegian Working Environment Act, § 15-14. Should the doping provisions be breached, the Club has the right to dismiss the Player when a binding judgement convicting the Player has been made by the relevant judicial sports authority.

## **1.2 PLAYER'S RIGHT TO TERMINATE**

The Player can terminate the contract of employment with immediate effect, if:

- a. The Club does not pay the Player his wages or other agreed remuneration and the payment is more than 30 days overdue.

The Player can terminate the contract of employment in writing with 1 month's notice calculated from the 1st of the following month, if:

- b. The Club's top first division team is relegated to other NIHF divisions. The contract can only be terminated if it is clear the Club's top team will be relegated. The player can then leave at the end of the season.
- c. The Club breaches its obligations under the contract in any other way and the breach continues after the Player has informed the Club of the situation in writing.

## **2. TRANSFER/LOANING**

When it comes to changing clubs, hereunder changing clubs after terminating a contract, reference is made to the sports organisations' national and international regulations that apply at any given time, as well as applicable Norwegian and international laws to which Norway is bound, and which also affect the transfer.

The Club has the right to loan the Player to another club to the extent allowed in NIHF statutes.<sup>1</sup>

## **3. CONDITIONS UPON EXPIRATION OF THE CONTRACT**

If the Player has been temporarily employed by the Club for more than one year, the Club shall give the Player written notice of the date of termination, this being one month at the latest before the date of termination. In all other cases, when the term of contract expires, the contract will automatically be terminated without any notice period. Under the prerequisite that the term of contract will exceed one year in total, each party may within one year of the expiration of the contract demand negotiations to discuss an extension of the contract or a new contract. Such negotiations shall be completed 6 months before the contract expires. Membership of the Club will not be cancelled upon expiration of the contract.

## **4. RESOLVING DISPUTES**

### **RESOLVING DISPUTES VOLUNTARILY**

If a dispute arises between the Player and the Club about the interpretation/execution of the Club's or NIHF's provisions and regulations in

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general, and the Parties cannot come to an agreement, the dispute shall be settled in accordance with NIHF's statutes and regulations.

The Parties can bring up other disputes related to contractual matters that need to be resolved by NIHF.

#### DISPUTES RELATING TO THE CONTRACT OF EMPLOYMENT

If disputes arise about the contract of employment the provisions in the Norwegian Working Environment Act will apply.

## 5. MISCELLANEOUS

### CONFIDENTIALITY

The parties have an obligation to ensure the contents of this contract confidential unless otherwise agreed by the parties. The obligation also applies to NIHF.

Should there be any conflict between the interpretation of the English and Norwegian text in this contract, the Norwegian text will apply.

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<sup>1</sup> The Club may consider loaning the Player to other clubs to give the Player the opportunity to improve during their time with them. The matter of loaning the Player to other clubs must be discussed with the Player before a decision is made.