



CONTRACT

(contract of employment)
FOR THE EMPLOYMENT OF PROFESSIONAL
HANDBALL PLAYERS AT THE CLUB

BETWEEN	EMPLOYER/CLUB	ENTERPRISE NO.	ADDRESS

AND	EMPLOYEE/PLAYER	DATE OF BIRTH	ADDRESS/PLACE

FOR THE PERIOD FROM		TO	
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This contract has been entered into in accordance with the Norwegian Work Environment Act and NHF's regulations; and binds both parties from the day the contract is signed.

..... 20....
Place Date

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

The following documents are included in the contract. They are issued in duplicate; one for the Club and one for the Player.

PART I	General terms and conditions
PART II	Rights and obligations of the parties
PART III	Cancellation of the contract

An information meeting must be held between the Club and the Player's guardian if the Player is a minor. The meeting is recorded in a protocol and signed by both parties. The protocol is to be enclosed with the contract. Contracts with players under the age of 18 must be signed by the Player and the Player's guardian. Refer to the NHF Act relating to games and competition rules, section 7-4 1.

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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, section 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 if both parties comes to an agreement.

2. WORK TASKS

The Player's primary work task for the Club is that of a handball player. In addition to carrying out the tasks that can be expected in connection with the function of a handball player, hereunder involvement in marketing agreements in compliance with the provisions in PART II, clause 4.2, the Player shall execute the following tasks:

.....

The Player shall also participate in the following event(s):

.....

and otherwise, within reason, according to the Club's provisions.

3. WORKPLACE

The workplace will be the venue where the Player is told to meet by the Club to execute the work tasks. Thus, the workplace will be the Club's regular training halls, other game venues, as well as other arenas the Club organises as venues for the execution of the work tasks.

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 calculated as the average for the working year.

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

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employment. The calculation of average working hours can be used in accordance with the Norwegian Working Environment Act (AML), section 10-5.

Training will normally take place between:

_____ a.m. and _____ a.m. in the morning
 _____ p.m. and _____ p.m. in the afternoon

Working hours are considered to be time spent on training, playing games, marketing work, as well as tasks specified in Part II, clause 4.2.

The Club must inform the Player at the earliest opportunity should any changes occur.

5. PARTICIPATION IN NATIONAL TEAMS

The Club is obligated to give the Player time off to participate in any training workshops and games for national teams after being selected by NHF. If the Player does not come from Norway, this will be the organisation that is equivalent to NHF in the Player's respective country of origin. This obligation only applies to one national team. Any additional time off that is required by the Player, should he/she be selected for several age-determined national teams in the same season, must consequently be agreed separately.

The amount of time off that is allowed for participation in national teams is regulated by international regulations. For participation in Norwegian national teams, the applicable Norwegian Handball Federation's Season Plan (GTP) applies at any given time.

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II RIGHTS AND OBLIGATIONS OF THE PARTIES

1 PLAYER'S RIGHTS

1.1 PAY, BENEFITS AND REMUNERATION OF EXPENSES

The Player will receive the following financial benefits:

Gross pay:

NOK per month

Wages are paid on each month

Other tax deductible benefits:

.....

Non-tax deductible benefits:

.....

Other tax deductible benefits must be specified as gross amounts.

Tax deductible benefits must exceed NOK 3999 in order for a professional contract to be entered into.

Other tax deductible benefits can, for example, be bonuses, equipment, a car, etc.

Non-deductible benefits can, for example, be a mileage allowance for documented expenses, per diem allowance in connection with travelling, etc. This does not mean that the benefit does not have to be reported.

Vouchers must be submitted by.....each month.

Remuneration for expenses that are not reported within 3 months after the aforementioned date will not be paid.

1.2 HOLIDAYS

Holidays are taken and paid in accordance with the Norwegian Annual Holidays Act. Notification of the setting of holidays is given in accordance with the Norwegian Annual Holidays Act, section 6 (2).

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

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1.3 ILLNESS, PREGNANCY

During illness and pregnancy, the Club shall pay the Player in accordance with the provisions in the Norwegian National Insurance Act should it not be agreed otherwise. If social security benefits from the NAV are not paid in whole or in part due to negligence solely due to the player, the club may set off a corresponding amount to what he or she could have been entitled to from the NAV.

During this period, a written agreement may be made for the Player to receive sick pay from the Norwegian Labour and Welfare Administration (NAV).

Sickness and/or injuries have no consequences for the status of the employment.

2 PLAYER'S OBLIGATIONS

2.1 GENERAL

The Player is obligated to be a member of the Club as long as this Contract is in force.

The Player obligates to following the laws/administrative decisions of the Norwegian Olympic and Paralympic Committee and Confederation of Sports (NIF), the Norwegian Handball Federation (NHF) 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 as a professional/actively in any other sports or physical activities while this contract is in force unless this has been approved by the Club in writing.

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

INVOICED AND OUTSTANDING INVOICES FROM THE CLUB

The Club can deduct any outstanding unpaid invoices from monthly wages.

2.2 WORK OBLIGATION/PLAYING OBLIGATION

The Player is obligated to play games for the team he/she is selected for, and when the Club decides, regardless of whether the game is part of a series of games, tournaments, private arrangements or whether the game takes place in Norway or not. The Player must also follow the travel plans determined by the Club.

If for some reason the Player does not carry out his/her work tasks in accordance with this clause, the Club can order the Player to carry out other tasks in or for the Club.

The Player shall participate in training, training camps and train independently according to the provisions of the Club.

Moreover, the Player is obligated to adapt his/her way of life according to the Club's rules or provisions that are required of the Player as a top sports person.

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Unless the Player has legitimate absence from training or a game, he/she shall notify the Club's management of any 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 that are set by applicable Norwegian legislation.

2.3 EQUIPMENT

The Club shall provide the necessary equipment for training and games for the Player to utilise free of charge. The Player is obligated to use the equipment that is provided by the Club for the Player's utilisation whilst training, and during games and representations.

The Player shall be loyal to the Club's equipment contracts. If the Player can document health reasons for not using standard equipment, the Player has the right to have the equipment adapted to him/her within a reasonable timeframe, cf. the Norwegian Working Environment Act (AML), section 4-4.

Even if no other accessories/equipment has been supplied, the Player must not, in connection with the aforementioned occasions, wear accessories/equipment that has been supplied by sports equipment suppliers other than the supplier the Club has an agreement with. However, this does not apply in connection with representations for NHF/the national team.

2.4 DOPING – DOPING CHECKS - DOPING RULES

The Player obligates to abstaining from taking any agents and using methods that are prohibited in accordance with NIF's, IOC's and IHF's applicable regulations at any given time.

The Club obligates to inform the Player about the rules concerning forbidden doping agents and methods, as well as the consequences of breaching the doping rules. The Player, however, understands that insufficient follow-up by the Club, as regards to the duty to inform under this provision, cannot not be used in their defence in a possible doping case. The Player is obligated to complete the net course "Ren utøver" by Antidoping Norway every second year. (Secondarily an equivalent e-learning provided by WADA.)

2.5 DISCIPLINE

The Player must exercise the necessary discipline, hereunder follow NHF's, EHF's, NIF's and the Club's rules. When the Player breaches the applicable rules and the Club reports the situation, the Club is obligated to give the Player a written explanation.

2.6 LICENCE INSURANCE

The Player is obligated to acquire the NHF player licence 'LISE +'. The club will provide the financial difference between LISE and LISE+, unless the parties agree otherwise.

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2.7 SANCTIONS

The Parties understand that they can be punished according to NHF's regulations on punishment and sanctions in the event of a breach of this contract, in addition to possible sanctions in accordance with the Norwegian Working Environment Act and Norwegian law in general.

3 CLUB'S OBLIGATIONS

3.1 MEDICAL ASSISTANCE/TREATMENT

The Club provides the Player with medical assistance or other essential and purposeful treatment for injuries that he/she has sustained during his/her participation in games and/or training under the auspices of the Club

Under the assumption that the Player allows him/herself to be treated by a doctor/physiotherapist/chiropractor assigned by the Club, the Club will pay for all treatment costs.

When the Club has covered all medical assistance, treatment, etc., the Club is entitled to reimbursement through the Norwegian national insurance schemes and benefits to cover the aforementioned costs according to the insurance schemes that have been agreed.

However, the Player always has the right to see his/her own doctor at his/her own expense.

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

3.2 INSURANCE AND PENSION

The Club is obligated to take out the following insurance/pension scheme for the Player:

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

3.3 SANCTIONS

The Parties understand that they can be punished according to NHF's regulations on punishment and sanctions in the event of a breach of this contract, in addition to possible sanctions in accordance with the Norwegian Working Environment Act and Norwegian law in general.

3.4 CAREER GUIDANCE

At the request of the player the club shall assist in communicating with a relevant career guidance consultant. (For instance, NISO).

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4 MARKETING AGREEMENTS

4.1 ALL AGREEMENTS ARE TO BE ENTERED INTO BY THE CLUB

The entering of agreements and establishment of partnerships between the sports industry and trade and industry shall be done in writing. Only organisational units can be part of such agreements/partnerships unless otherwise specified in the NIF Act, section 14-4 (2)

An organisational unit can permit a sports person to enter into separate marketing agreements within the frameworks that have been determined by the National Sports Federation. This applies to both sports persons who are a member of a sports team and sports persons who participate in national teams or have other representational tasks.

The organisational unit shall approve such agreements and ensure that it receives a reasonable share of the income the sports person's own marketing agreements generate.

4.2 PLAYER'S INVOLVEMENT IN MARKETING AGREEMENTS

RIGHT TO USE THE PLAYER

Through its agreements, the Club shall ensure that the Player is not subjected to an unreasonable 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 obligations that the agreement imposes on the Player.

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

The Player reserves the right to not participate in advertising and marketing programmes if it goes against the Player's own ethical and moral beliefs. Such a reservation shall be made in writing and explained. Furthermore, and out of consideration for the Player, the Club shall plan how business partners shall use the Player so the Player can plan to adapt his/her time in the best possible way.

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PART III CANCELLATION OF THE CONTRACT

1.0 THE CLUB'S RIGHT TO CANCEL THE PLAYER

The Club can terminate the employment conditions in writing with 1 months' 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 NHF divisions. Player and club can terminate the contract after the last official game of the season, however, no later than 30th of June.
- c. The Player breaches his/her obligations under the contract and continues to breach them after a written warning has been received from the Club.

Otherwise, cancellations shall occur in accordance with the provisions in the Norwegian Working Environment , cf. the Norwegian Working Environment 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 the provisions in NHF's regulations on punishment and sanctions.

In instances when one or more of the Club's commercial partners cancel their agreement with the Club or demand a price reduction as a consequence of the Player's breach of the doping rules or other punishable offence according to sports rules, the Player can be made financially liable if the Club can prove financial losses and the Player receives a judgement from the applicable sports authority.

1.0 THE CLUB'S RIGHT TO DISMISS THE PLAYER

With gross breach or other significant breach of the employment conditions on the part of the Player, the Club can dismiss the Player with a demand for immediate resignation in compliance with the Norwegian Working Environment Act, section 15-14. In the case of a breach of the doping provisions, the Club has the right to dismiss the Player when a legal criminal judgement has been enforced by the applicable sports authority.

1.2 PLAYER'S RIGHT TO TERMINATE

The Player can terminate his/her employment conditions with immediate effect, if:

- a. The Club does not pay the Player his/her wages and it is more than 30 days overdue.

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

- b. The Club's top first division team is relegated to other NHF divisions. Player and club can terminate the contract after the last official game of the season, however, no later than 30th of June.

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- c. The Club breaches its obligations in any other way according to the contract, and the breach continues to occur after the Player has informed the Club of the situation in writing.

2. TRANSFER/LOANING OUT

When it comes to changing clubs, hereunder changing clubs after the contract has been terminated, reference is made to the applicable national and international provisions of the sports organisations that apply at any given time, as well as Norwegian law and international laws that apply at any given time that Norway is bound by and which impact the transfer.

During the period this contract is in function the player is not entitled to change club unless agreed upon by the player's club.

The Club has the right to loan out the Player to another club to the extent to which the NHF Act permits.¹

3. CONDITIONS UPON EXPIRATION OF THE CONTRACT

If the Player has been temporarily employed in the Club for more than one year, the Club shall give the Player written notice of when he/she is to be withdrawn and one month at the latest before the date of withdrawal. In all other cases, when the term of contract expires, the contract will automatically be terminated without any period of notice. Under the assumption that the term of contract amounts to more than one year, each party may, within one year of the expiration of the term of contract, put forward a claim to negotiate the extension of the contract or a new contract. Such negotiation shall be finalised 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 understanding or execution of the Club's or NHF's provisions and regulations in general, which the parties cannot agree on, the dispute is to be settled in accordance with the NHF Act and regulations.

The parties can bring other conditions of the contract up that need to be resolved within NHF.

NHF's disputes panel consists of three judges and is put together as followed:

- One judge is appointed by NHF – also leading the panel.
- The two parties appoint one judge each.

The disputes panel's decision is final. The losing part must cover the panels costs and might levied the other parts court costs.

¹ The Club may consider loaning out the Player to give the Player the opportunity to improve in another club. The loaning out of the Player shall be agreed by the Player before the loaning out can take place.

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DISPUTES CONCERNING EMPLOYMENT CONDITIONS

If disputes arise concerning employment conditions the provisions in the Norwegian Working Environment Act will apply.

5. MISCELLANEOUS

CONFIDENTIALITY

The parties are obligated to keep the contents of this contract confidential unless the parties agree otherwise. The obligation also applies to NHF:

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