



CONTRACT OF EMPLOYMENT
TEMPORARY EMPLOYMENT OF A PROFESSIONAL PLAYER

from / 20 until / 20
(Regarding duration of contract, see NFFs transfer regulations)

The parties:

Player:

Name:

Date of birth:

Address:

Nationality(ies):

(referred to as The player)

Club:

Name:

Organization number:

Address:

Club representative's name and address:

(referred to as The club)

have agreed on a temporary contract of employment according to conditions in Arbeidsmiljøloven (Norwegian Labour Environment Act) § 14-9, and conditions in this contract.

The player has involved the following players' agent/advisor in the negotiation of the contract (also state if no agent has been involved in the negotiation of the contract).

The club has involved the following players' agent/advisor in the negotiation of the contract (also state if no agent has been involved in the negotiation of the contract).

This contract is established according to conditions in Arbeidsmiljøloven (Norwegian Labour Environment Act) and NFF regulations, and enters into force when both parties have signed the contract. The parties sign three copies of the contract, whereof the parties keep one copy each, and send one copy to NFF, at most 7 days after the contract is signed. Changes to the contract shall be in writing, and shall be sent NFF at most 7 days after the change.

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THE CONDITIONS OF THE CONTRACT

1. Temporary contract of employment:

The club, in accordance with Arbeidsmiljøloven (Norwegian Labour Environment Act) § 14-9, temporarily employs the player for a period as stated in the contract. The contract cannot be unilaterally terminated by either party unless the termination is in accordance with the contract. During the contract period, the parties have an equal right to negotiate extension and termination of the contract.

2. The player's obligations and tasks:

2.1. Training and matches:

The player's main tasks are to perform his/her duties as a football player, i.e. to participate in training, training camps and to carry out individual training according to the club's regulations. The player is obliged to play for the team he/she is selected to play for, as well as to participate in the pre-match preparations. These duties apply regardless of whether the match in question is a part of a league, cup, tournament or a friendly. The player is obliged to comply with The club's rules and administrative regulations.

2.2. Contribution to marketing and sponsor activities:

The club keeps all rights to establish sponsor- supplier- commercial and other marketing agreements. The player is obliged to participate in the fulfillment of sponsor contracts, when asked to do so by the club. The player's cost related to these obligations shall be refunded by The club, however, no salary shall be paid in connection to the fulfillment of these obligations. The club has the right to use pictures, video and The player's signature in marketing activities, as long as these activities are discussed with The player in advance.

The player can refuse to take part in commercial or marketing activities, if the participation can be in conflict with The player's ethical or moral conviction.

When the club requires The player to participate in marketing activities, it should take into consideration the total work load of The player.

The player is required to use the equipment and clothing that the club make available for training, matches and representation. The player shall be loyal to The club's sponsors, and cannot enter into personal marketing agreements. If violations of these provisions result in a financial loss for The club, and additional conditions are met, The player could be liable to pay compensation to The Club.

When representing the national team, The Player is required to follow the marketing regulations that apply to the national team. If the national team does not have regulations regarding the use of equipment, The player is required to follow The club's regulations.

2.3. Other commitments:

The player is required to be a member of the club during the contract period.

The player cannot, during the contract period, participate as professional/active in other sports, unless The club has approved the activities in writing.

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The player is not allowed to be employed by others or to take part in business areas covered by The club. The player cannot be assigned as a sports coach outside The club, unless this is accepted by The club. The same applies to roles as team representative or team leader. If The player is employed part-time, he shall inform The club if he is considering to change employer. The player must inform The club about how a change of employer might influence The player's obligations to The club.

The Player is obliged to refrain from the use of means and methods that are prohibited according to The Norwegian Olympic and Paralympic Committee and Confederation of Sports' (NIF) regulations.

The Player shall be loyal to The club's equipment agreements. If The player can demonstrate health disadvantages as a consequence of using standard equipment, The player has the right to have the equipment adapted within reasonable time.

The player is obliged to comply with statutes, regulations, policies and decisions prepared and issued by FIFA, UEFA, NIF and NFF.

In addition, The player has an obligation to perform the following tasks:

3. Working location

The player's working locations are the locations where The player shall perform his obligations in accordance with point 2 above.

When performing working tasks in other locations than the home town of The club, The club shall cover The player's travel expenses.

4. Salary, bonus, other economic benefits, vacation, club other duties:

The player shall receive the following economic benefits:

4.1. Salary:

Gross salary NOK each calendar month.

The club will pay net monthly salary (date) each month.

There will be no payment of salary the month holiday pay is paid. Unless otherwise agreed, The club will pay salary the same month in which the salary is earned.

4.2. Bonus:

The parties have/have not signed an agreement that entitles The player to additional benefits providing specified conditions are met (bonus).

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If the parties have entered into a bonus agreement, this bonus agreement in full shall be attached to this contract.

4.3. Adjustment of salary and bonus if The club is promoted or relegated:

If The club's first team is promoted from the division it is qualified for at the time the contract is signed, the parties agree that the salary and bonus will be increased by _____ percent as from January 1st the following year.

If The club's first team is relegated from the division it is qualified for at time the contract is signed, the parties agree that The club can reduce salary and bonus by up to _____ percent as from January 1st the following year. Notification of reduction shall be communicated to The player within one month after the season's final league match.

If salary and bonus have been reduced as a result of relegation, and The club's first team is promoted to the division it is qualified for at the time the contract was signed, salary and bonus will be adjusted to the original level as from January 1st the following year. If salary and bonus have been increased as a result of promotion, and The club's first team is relegated to the division it is qualified for at the time the contract was signed, salary and bonus will be adjusted to the original level as from January 1st the following year.

4.4. Other taxable benefits:

4.5. Other non- taxable benefits:

4.6. Holiday and holiday pay:

Holiday shall be held and paid in accordance with Ferieloven (The Annual Holidays Act). Notification about time of holidays are provided under the The Annual Holidays Act § 6 (2).

The Annual Holidays Act § 7 paragraph 1 regarding time of the main holiday does not apply. The time of the holiday shall be discussed by The club and The player. The club will strive to facilitate seven days consecutive holiday during the competitive season.

Holiday pay is calculated according to The Annual Holidays Act. Holiday pay is not calculated by individual payments related to sign-on-fees.

4.7. Salary during illness:

During illness or maternity leave, The club shall pay The player salary according to art. 4.1 – 4.6.

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4.8. Right to education

The player can present his educational plans to The club, whereupon the parties shall discuss and seek to facilitate how these plans can be adapted to The player’s contract obligations.

4.9. Insurance, pensions and player’s license

The club shall establish compulsory insurance and pension schemes. The club shall also provide The player with travel insurance if needed. The player is required to pay for the player’s football insurance according to NFF’s regulations.

4.10 Follow-up with injuries and illnesses:

The club provides free medical care and other necessary and appropriate treatment for injuries sustained by The player during participation in activities based on the contract.

The player has an obligation to be treated by a doctor/physiotherapist/chiropractor designated by The club, providing The club pays all expenses for the treatment. The club has the right to the reimbursement provided by the public health insurance schemes and the benefits payable under The player’s insurance.

Regardless of the provision of the preceding paragraph, The player may have his injuries examined by a doctor/physiotherapist/chiropractor, providing The player covers the consultation himself. The club shall be informed of such consultation.

4.11. Obligations to football bodies

The club is obliged to comply with statutes, regulations, policies and decisions prepared and issued by FIFA, UEFA, NIF and NFF.

5. Work hours:

Work hours for a full-time position shall be 37 1/2 hours a week.

The parties agree that the tasks defined in this contract shall constitute a percent position.

Work hours consist of time for training, matches and marketing activities and duties specified under point 2. Time spent during travel is not considered as work hours. Matches will be played according to match schedule. Training and marketing activities should, if possible, be carried out during the day and at regular times. Training hours are determined after discussion with players’ representatives. Change of training hours shall be notified as early as possible. Marketing activities shall be planned, and The player shall be notified as soon as possible.

6. Termination of contract

6.1. Termination in general

If The player has been temporarily employed by the club for more than one year, The club shall give The player a written notice at least one month before the termination date, according to the Working Environment Act § 14-9 (4). In other cases, the contract expires without notice on the termination date.

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The employment contract may be terminated by mutual agreement.

The contract cannot be unilaterally terminated during the course of a season, unless otherwise is stipulated in the contract.

6.2. The club's right to terminate the contract

The club cannot unilaterally terminate the contract unless the right to terminate the contract is stipulated in NFF or FIFA regulations. Particularly reference is made to FIFA's "Regulations on the Status and Transfer of Players"¹ art. 13 and 14 (attachment B to the contract), which states that a club can only terminate a contract where there is just cause. If there is just cause, the contract can be terminated at any time, even during the course of a season.

Reference is also made to NFF and FIFA regulations regarding the club's right to terminate the contract after a protected period² of two or three years, depending on the player's age at the time the contract is signed. If The club unilaterally terminates the contract without just cause, in or after the protected period, the club will be liable to pay compensation to the player, according to NFF and FIFA regulations. If the club unilaterally terminates the contract without just cause in the protected period, sporting sanctions shall be imposed, according to NFF and FIFA regulations.

6.3. The player's right to terminate the contract

The player can not unilaterally terminate the employment unless the right to terminate the contract is stipulated in NFF or FIFA regulations. Particularly reference is made to FIFA's "Regulations on the Status and Transfer of Players" art. 13, 14, 14bis and 15 (attachment B in the contract), which states that a player can only terminate a contract where there is just cause or sporting just cause. If there is just cause, the contract can be terminated at any time, even during the course of a season. If The player terminates the contract where there is sporting just cause, The player may be liable to pay compensation to the club, according to NFF and FIFA rules. The player may only terminate his contract during periods defined in the NFF and FIFA regulations, and if the termination is given outside these periods, this could lead to sanctions being imposed on The player.

Reference is also made to NFF and FIFA regulations regarding the player's right to terminate the contract after a protected period of two or three years, depending on the player's age at the time the contract is signed. If The player unilaterally terminates the contract without just cause, in or after the protected period, The player will be liable to pay compensation to the club, according to NFF and FIFA regulations. If the player unilaterally terminates the contract without just cause in the protected period, sporting sanctions shall be imposed, according to NFF and FIFA regulations.

6.4. Transfers:

The club's and The player's rights and obligations when the player is transferred or loaned to another club, are regulated by the NFF and FIFA regulations.

¹ The document is available at www.fifa.com

² FIFAs *Regulations on the Status and Transfer of Players* art. 17, attachment B in the contract.

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7. Miscellaneous:

7.1. The player’s right to engage employee representation

The player’s representatives have the same right to engage employee representation as employee representatives in companies organised in NHO (Confederation of Norwegian Enterprise) under the Basic Agreement between NHO and LO (Norwegian Confederation of Trade Unions).

7.2. Fair Play

The player may not, directly or indirectly, bet or gamble on matches where The club's teams are involved, or in any way assist or attempt to assist bribes, or attempts to influence the outcome of, or events in a match through unsportsmanlike behavior.

If the player is in contact with individuals who are trying to make the player affect the outcome of the match, or events in a match through unsportsmanlike conduct, The player is required to immediately inform NFF.

8. Disputes

Disputes regarding the content of the contract shall, as far as possible, be settled by sports bodies.

9. Confidentiality

The parties agree to keep the content of this contract confidential, unless the parties agree otherwise. The obligation also applies to NFF.

10. Signatures

Date:

.....
The club’s signature

.....
The player’s signature

.....
Guardian’s signature (if player is under 18)

.....
Agent’s/advisor’s signature

.....
Agent’s/advisor’s signature

The contract is in three copies signed by both parties. The club and The player will keep one copy, The club sends one copy to NFF.

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Attachement A

DECLARATION TO NFF

The contracting parties declare that:

- We have not entered into any other agreement or understanding, whether written or oral, that alters or affects the conditions that are regulated in this contract.
- We accept to submit to the NFF for approval any subsequent agreement amending or affecting the matters governed by this contract.
- We are aware that violations of this statement may be penalized and punished in accordance with NFF statutes and regulations.

Date:

.....
The club's signature

.....
The player's signature

.....
Guardian's signature (if player is under 18)

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Attachement B: Chapter. 4 in FIFAs Regulations on the status and transfer of players**IV. MAINTENANCE OF CONTRACTUAL STABILITY BETWEEN PROFESSIONALS AND CLUBS****13 Respect of contract**

A contract between a professional and a club may only be terminated upon expiry of the term of the contract or by mutual agreement.

14 Terminating a contract with just cause

A contract may be terminated by either party without consequences of any kind (either payment of compensation or imposition of sporting sanctions) where there is just cause.

14bis Terminating a contract with just cause for outstanding salaries

1. In the case of a club unlawfully failing to pay a player at least two monthly salaries on their due dates, the player will be deemed to have a just cause to terminate his contract, provided that he has put the debtor club in default in writing and has granted a deadline of at least 15 days for the debtor club to fully comply with its financial obligation(s). Alternative provisions in contracts existing at the time of this provision coming into force may be considered.
2. For any salaries of a player which are not due on a monthly basis, the pro-rata value corresponding to two months shall be considered. Delayed payment of an amount which is equal to at least two months shall also be deemed a just cause for the player to terminate his contract, subject to him complying with the notice of termination as per paragraph 1 above.
3. Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated in paragraphs 1 and 2 above. The terms of such an agreement shall prevail.

15 Terminating a contract with sporting just cause

An established professional who has, in the course of the season, appeared in fewer than ten per cent of the official matches in which his club has been involved may terminate his contract prematurely on the ground of sporting just cause. Due consideration shall be given to the player's circumstances in the appraisal of such cases. The existence of sporting just cause shall be established on a case-by-case basis. In such a case, sporting sanctions shall not be imposed, though compensation may be payable. A professional may only terminate his contract on this basis in the 15 days following the last official match of the season of the club with which he is registered.

16 Restriction on terminating a contract during the season

A contract cannot be unilaterally terminated during the course of a season.

17 Consequences of terminating a contract without just cause

The following provisions apply if a contract is terminated without just cause:

1. In all cases, the party in breach shall pay compensation. Subject to the provisions of article 20 and Annexe 4 in relation to training compensation, and unless otherwise provided for in the contract, compensation for the breach shall be calculated with due consideration for the law of the country concerned, the specificity of sport, and any other objective criteria. These criteria shall include, in particular, the remuneration and other benefits due to the player under the existing contract and/or the new contract, the time remaining on the existing contract up to a maximum of five years, the fees and expenses paid or incurred by the former club (amortised over the term of the contract) and whether the contractual breach falls within a protected period. Bearing in mind the aforementioned principles, compensation due to a player shall be calculated as follows:
 - i. in case the player did not sign any new contract following the termination of his previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated;
 - ii. in case the player signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated

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contract shall be deducted from the residual value of the contract that was terminated early (the “Mitigated Compensation”). Furthermore, and subject to the early termination of the contract being due to overdue payables, in addition to the Mitigated Compensation, the player shall be entitled to an amount corresponding to three monthly salaries (the “Additional Compensation”). In case of egregious circumstances, the Additional Compensation may be increased up to a maximum of six monthly salaries. The overall compensation may never exceed the rest value of the prematurely terminated contract.

iii. Collective bargaining agreements validly negotiated by employers’ and employees’ representatives at domestic level in accordance with national law may deviate from the principles stipulated in the points i. and ii. above. The terms of such an agreement shall prevail.

2. Entitlement to compensation cannot be assigned to a third party. If a professional is required to pay compensation, the professional and his new club shall be jointly and severally liable for its payment. The amount may be stipulated in the contract or agreed between the parties.

3. In addition to the obligation to pay compensation, sporting sanctions shall also be imposed on any player found to be in breach of contract during the protected period. This sanction shall be a four-month restriction on playing in official matches. In the case of aggravating circumstances, the restriction shall last six months. These sporting sanctions shall take effect immediately once the player has been notified of the relevant decision. The sporting sanctions shall remain suspended in the period between the last official match of the season and the first official match of the next season, in both cases including national cups and international championships for clubs. This suspension

IV. Maintenance of contractual stability between professionals and clubs 19 of the sporting sanctions shall, however, not be applicable if the player is an established member of the representative team of the association he is eligible to represent, and the association concerned is participating in the final competition of an international tournament in the period between the last match and the first match of the next season. Unilateral breach without just cause or sporting just cause after the protected period shall not result in sporting sanctions. Disciplinary measures may, however, be imposed outside the protected period for failure to give notice of termination within 15 days of the last official match of the season (including national cups) of the club with which the player is registered. The protected period starts again when, while renewing the contract, the duration of the previous contract is extended.

4. In addition to the obligation to pay compensation, sporting sanctions shall be imposed on any club found to be in breach of contract or found to be inducing a breach of contract during the protected period. It shall be presumed, unless established to the contrary, that any club signing a professional who has terminated his contract without just cause has induced that professional to commit a breach. The club shall be banned from registering any new players, either nationally or internationally, for two entire and consecutive registration periods. The club shall be able to register new players, either nationally or internationally, only as of the next registration period following the complete serving of the relevant sporting sanction. In particular, it may not make use of the exception and the provisional measures stipulated in article 6 paragraph 1 of these regulations in order to register players at an earlier stage.

5. Any person subject to the FIFA Statutes and regulations who acts in a manner designed to induce a breach of contract between a professional and a club in order to facilitate the transfer of the player shall be sanctioned.

18 Special provisions relating to contracts between professionals and clubs

1. If an intermediary is involved in the negotiation of a contract, he shall be named in that contract.

2. The minimum length of a contract shall be from its effective date until the end of the season, while the maximum length of a contract shall be five years. Contracts of any other length shall only be permitted if consistent with national laws. Players under the age of 18 may not sign a professional contract for a term longer than three years. Any clause referring to a longer period shall not be recognised.

3. A club intending to conclude a contract with a professional must inform the player’s current club in writing before entering into negotiations with him. A professional shall only be free to conclude a contract with another club if his contract with his present club has expired or is due to expire within six months. Any breach of this provision shall be subject to appropriate sanctions.

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THE FA OF NORWAY – STANDARD PLAYING CONTRACT PROFESSIONAL PLAYERS

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4. The validity of a contract may not be made subject to a successful medical examination and/or the grant of a work permit.
5. If a professional enters into more than one contract covering the same period, the provisions set forth in Chapter IV shall apply.
6. Contractual clauses granting the club additional time to pay to the professional amounts that have fallen due under the terms of the contract (so-called "grace periods") shall not be recognised. Grace periods contained in collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law shall, however, be legally binding and recognised. Contracts existing at the time of this provision co

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