

NORDEM

UiO : **Norwegian Centre for Human Rights**
University of Oslo

Terms and Conditions of Appointment for NORDEM Secondees

as of 9 April 2015

FOR PERSONS APPOINTED AND PAYED
BY THE NORWEGIAN CENTRE FOR HUMAN RIGHTS AT THE UNIVERSITY OF OSLO
FOR DUTY WITH INTERNATIONAL ORGANIZATIONS

1. SCOPE AND APPLICATION OF THE CONTRACT	4
1.1. DURATION AND EXTENSION	4
1.2. DUTY AREA	5
1.3. APPENDICES TO THE CONTRACT	5
2. SALARY AND ALLOWANCES	5
2.1. TYPES OF ALLOWANCE	6
2.2. OVERSEAS ALLOWANCE	6
2.3. HARDSHIP ALLOWANCE	6
2.4. FAMILY STATIONING	6
2.5. ABSENCE FROM THE DUTY AREA	6
2.6. CONTRACTUAL AMENDMENTS TO THE EMPLOYMENT CONDITIONS	6
2.7. PAYMENT OF SALARY AND ALLOWANCES	7
3. HEALTH	7
3.1. MEDICAL EXAMINATION	7
3.2. VACCINATION	7
3.3. MEDICAL CONSULTATIONS AT THE DUTY STATION	7
3.4. PSYCHOLOGIST SERVICES	8
3.5. ABSENCE DUE TO ILLNESS	8
4. TRAVEL	8
4.1. TRAVEL TO AND FROM THE DUTY STATION	8
4.2. BOOKING TICKETS AND TRAVEL EXPENSES COVERAGE	9
4.3. MOVING LOADS/LUGGAGE AT THE BEGINNING AND END OF THE ASSIGNMENT	9
4.4. PAID TRAVEL HOME	10
4.5. WORK-RELATED TRAVEL	10
4.6. TRAVEL CONNECTED WITH COMPASSIONATE LEAVE	10
4.7. TRAVEL HOME IN THE EVENT OF A SECONDEE'S ACCIDENT OR ILLNESS	10
5. HOUSING ETC.	11
5.1. HOUSING	11
5.2. TELEPHONE	11
5.3. VEHICLES	11
6. HOLIDAY AND LEAVE	11
6.1. HOLIDAY	11
6.2. REST & RECUPERATION (R&R) AND COMPENSATORY TIME OFF (CTO)	12
6.3. COMPASSIONATE LEAVE	13
6.4. MATERNITY LEAVE	13
6.5. DURATION OF PARENTAL LEAVE	13
6.6. PATERNAL QUOTA	13
7. WORKING HOURS ETC.	14
7.1. WORKING HOURS	14
7.2. CONSULTATIONS AT NORDEM/NCHR	14
7.3. PASSPORT AND VISA	14
8. INSURANCE, PENSION, NATIONAL INSURANCE AND TAX	14
8.1. TRAVEL INSURANCE	14
8.2. OCCUPATIONAL INJURIES INSURANCE	14
8.3. LIFE INSURANCE	15
8.4. PENSION	15
8.5. NATIONAL INSURANCE/NORWEGIAN LABOUR AND WELFARE ADMINISTRATION OVERSEAS	15
8.6. TAX	15
9. OBLIGATIONS OF THE ASSIGNMENT	16

9.1.	CODE OF CONDUCT	16
9.2.	CONFIDENTIALITY	16
9.3.	VISITORS	16
9.4.	SECURITY.....	16
9.5.	MISCELLANEOUS	16
10.	PROBATIONARY PERIOD, PERIOD OF NOTICE, SUSPENSION AND DISMISSAL.....	17
10.1.	TRIAL PERIOD/PERIOD OF NOTICE.....	17
10.2.	TERMINATION BY THE SECONDEE	17
10.3.	TERMINATION/SUSPENSION/DISSMISSAL FROM NCHR/UIO	17
11.	REQUIREMENTS FOR APPOINTMENT AND VALIDITY OF THE EMPLOYMENT CONTRACT DURING THE CONTRACT PERIOD.....	18
12.	AMENDMENTS TO THE CONTRACT	18

1. SCOPE AND APPLICATION OF THE CONTRACT

This contract regulates the employment between the secondee and NORDEM/the Norwegian Centre for Human Rights (NCHR). The conditions apply to members of the NORDEM standby roster who are appointed on fixed-term contracts, paid by NCHR at the University of Oslo (UiO) and seconded to one of NCHR's international partners (the EU/OSCE/UN etc.). The agreement between the secondee and NCHR at UiO is a signed employment contract that includes acceptance of these terms and conditions of appointment and all related appendices.

Subsequent signed contracts between the secondee and the client will not put NORDEM/NCHR under any obligation or give the secondee rights beyond those resulting from this contract. In the performance of their work, employees are subject to the regulations and instructions of the local client. NCHR at UiO is a Norwegian employer and complies with Norwegian legislation for appointments and termination of employment.

The following definitions form the basis of the terms and conditions appointment:

Receiving Agency	The organization to which the secondee is deployed to (allocated to)
Contract	Agreement related to a fixed-term appointment
Extension of contract	Extension in time of the same assignment/operation
Operation	Receiving Agency's activity in the region
New contract	Participation in a new operation or a new assignment in the same operation
Immediate family	Secondee's spouse/registered partner/cohabitant, children, grandchildren, parents, grandparents and siblings
Cohabitant/unregistered partner	As defined in the government's basic collective agreement article 2.9.

This is the English version of "Terms and Conditions of Appointment for NORDEM Secondees". If the wording of the English version and the original Norwegian version of these terms and conditions express different meanings, the meaning expressed in the original Norwegian version shall prevail.

1.1. Duration and extension

If the appointment is of a duration of less than one year, the secondment ends and the secondee vacates the post at the end of the last working day without further notification or period of notice. If the appointment is of a duration of more than one year, written notification of termination of employment must be given at least one month before the last working day.

Any extension of contract is conditional on a request from the Receiving agency and/or on foreign policy prioritizations and project financing. In addition, both NORDEM/NCHR and the secondee must consider an extension to be appropriate.

Before an employment contract is extended, the secondment will be assessed and a mid-term debriefing will be conducted. NORDEM/NCHR will also ask the Receiving agency for a written assessment of the work the secondee has performed in the operation.

1.2. Duty area

The duty area of the secondee is shown in the employment contract.

1.3. Appendices to the contract

The contract includes the following appendices:

Appendix 1 [Code of Conduct for secondees](#)

This appendix must be signed and forms part of the employment contract.

Appendix 2 [Terms and conditions for accompanying family members](#)

The appendix contains the special conditions that apply in cases where NORDEM/NCHR has given written approval for a spouse/registered partner/cohabitant and/or children to accompany the secondee, and where the family member(s) is/are included in the employment contract between NORDEM/NCHR and the secondee.

Appendix 3 [Special terms and conditions for secondees not covered by the Norwegian National Insurance Scheme](#)

The appendix covers the items that apply to special conditions for secondees who are not covered by the Norwegian National Insurance Scheme. Reference is made to the appendix in the relevant clauses of the contract.

Please note that changes may be made to the appendices during a secondee's contractual period. NORDEM/NCHR will notify the secondee of any changes.

2. SALARY AND ALLOWANCES

Salary is calculated and disbursed from UiO in accordance with the UiO salary system. Salary and allowances are paid from and including the first working day and up to and including the last working day of the contract period. Secondees must not receive financial benefits from the Receiving agency unless this has been agreed with NORDEM/NCHR beforehand.

NORDEM/NCHR bases its allowances system on that of the Norwegian Ministry of Foreign Affairs and on assessments from other available sources – for example the UN, the US Department of State, and the Swedish and Danish ministries of foreign affairs.

Allowances are subject to adjustment every six months on 1 February and 1 August and at other times at the discretion of NORDEM/NCHR Irrespective of the employment contract period agreed with the individual secondee, adjustments to allowances are not backdated. NORDEM/NCHR does not make changes to allowances in the middle of a contract period.

2.1. Types of allowance

Secondees may receive two types of allowances: an overseas allowance and a hardship allowance. The allowances each individual is entitled to are specified in the employment contract.

2.2. Overseas allowance

The overseas allowance is intended to cover the increase in living expenses resulting from moving and carrying out duties abroad. Secondees who have their registered address in the duty area at the time of appointment do not receive this allowance. The allowance is based on the rates of the Norwegian Ministry of Foreign Affairs' special agreement on supplements, benefits and allowances.

The overseas allowance is not paid in cases where the Receiving agency provides a daily subsistence allowance or the equivalent at the duty station.

2.3. Hardship allowance

The hardship allowance is intended to cover the increase in living expenses at duty stations with particularly difficult living conditions, and trips from such stations. The allowance is based on the rates of the Norwegian Ministry of Foreign Affairs' special agreement on supplements, benefits and allowances.

2.4. Family stationing

Partners and registered cohabitants have the same rights as spouses. Secondees can apply to have their family accompany them if NORDEM/NCHR and the client have defined the duty area as a family duty station and if the secondment has a minimum duration of 12 months. NORDEM/NCHR must also take project- and budget-related factors into consideration. Approval must always be given in writing for each secondee and must be included in the employment contract.

Should a secondee choose to have family members accompany them without the approval of NORDEM/NCHR, this is done at their own risk and expense.

2.5. Absence from the duty area

Secondees who are called home or to a third country to attend a course, consultation and/or meetings in the secondment period retain their allowances during such absence.

For absence due to illness see 3.5.

If the assignment is interrupted or terminated due to evacuation or for financial, security or other internal and/or external reasons (for example the secondee being relieved of his/her duties), the overseas allowance will normally be retained for the duration of the notice period after the redeployment, while the hardship allowance will cease to apply or will be adjusted from the day the secondee leaves the duty area.

2.6. Contractual amendments to the employment conditions

Should the position and/or duty area change, the existing employment contract will be cancelled and replaced by a new contract with new conditions for salary and allowances.

2.7. Payment of salary and allowances

Salary and allowances are paid monthly in arrears in Norwegian kroner on the 15th of each month with the exception of December when payment is made on the 12th.

NCHR/UiO and the secondee have a mutual obligation to report errors in payment. If the amount paid by NCHR/UiO in salary or other allowances is incorrect, the error shall be rectified in the next salary payment. NCHR/UiO must notify the secondee before making any deductions.

The secondee consents to NCHR/UiO's right to make deductions in salary, allowances and travel expense reimbursements to cover any outstanding claims – for example deductions in salary due to the secondee taking holiday, other errors in payment and any claims that NCHR/UiO may have vis-à-vis the secondee. Deductions must be limited to that part of the claim that exceeds the amount reasonably needed by secondees to support themselves and their household.

When secondees conclude the assignment, NCHR/UiO has the right to deduct any outstanding debt from the final pay settlement. Debts that have not been settled at the end of the secondment may be recovered by legal debt recovery proceedings if they are not paid within the stipulated time limit (cf. section 14-15 of the Norwegian Working Environment Act).

3. HEALTH

3.1. Medical examination

In accordance with section 9-4 (1) of the Norwegian Working Environment Act, on their own initiative and at the expense of NCHR, secondees shall undergo a medical examination prior to departure to confirm that they are medically fit for the assignment. The medical certificate must be shown on request.

On termination of the employment, on their own initiative and at the expense of NCHR, secondees shall undergo a new medical examination by a doctor within four weeks of their return home.

As far as possible the public health service shall be used unless otherwise agreed with NORDEM/NCHR. The cost will be reimbursed on submission of the invoice and receipts.

3.2. Vaccination

Secondees must be fully vaccinated at all times in accordance with the Norwegian vaccination programme (polio, diphtheria and tetanus). The cost shall be covered by the secondee. Other expenses for vaccination for the duty area in question are covered on agreement with NORDEM/NCHR.

3.3. Medical consultations at the duty station

NORDEM/NCHR does not cover normal consultations with doctors or dentists at the duty station. Application for reimbursement of expenses incurred for emergency medical or dental consultations shall be sent to the secondee's travel insurance provider. Secondees must contact the insurance company themselves.

3.4. Psychologist services

During a secondment of one year and on termination of the contract, secondees must have one consultation with a psychologist from the service with which NORDEM/NCHR has an agreement. Secondees may have up to two follow-up consultations without the approval of NORDEM/NCHR. Further consultations are covered when necessary and when approved by NORDEM/NCHR.

It is the responsibility of the secondee to report any need for help to process traumatic experiences, difficulties concerning prolonged stress or other work-related problems.

It is not possible for NORDEM/NCHR to assume the responsibility for monitoring individual secondees on completion of the period of secondment.

3.5. Absence due to illness

To be entitled to pay from NORDEM/NCHR during illness, secondees must have been engaged for at least four weeks prior to the illness. The secondee is obliged to report any illness to NORDEM/NCHR. A medical certificate is required for absence due to illness that exceeds eight days. This must be sent to NORDEM/NCHR.

All employees receive salary and allowances during absence due to illness in accordance with the following rules, limited upwards to the expiry of the employment contract:

1. For the first month secondees receive salary and all allowances.
2. For the second month secondees receive salary but no allowances.*

*See also 8.6 for secondees who are not covered by the Norwegian National Insurance Scheme.

Secondees will continue to be regarded as employed until the contract period expires, but salary and allowances will only be reinstated on return to work.

*See also 8.6 for secondees who are covered by the Norwegian National Insurance Scheme.

Secondees must return to Norway to receive salary for more than one month's absence due to illness. NORDEM/NCHR does not receive refunds for sickness benefit from the National Insurance Scheme unless the member of the scheme is in Norway. On their return to Norway, secondees must acquire a medical certificate from a Norwegian doctor and must submit this to the employer.

4. TRAVEL

4.1. Travel to and from the duty station

NORDEM/NCHR covers travel to and from the duty station at the start and end of the total contract period. The secondee's address as it is registered in the Norwegian National Register is regarded as his/her point of departure and home country. Any overnight accommodation for the initial trip to and final trip from the duty area is covered on submission of the bills/receipts in accordance with government rates ([statens satser](#)).

The trip home at the end of the secondment period must be made before the expiry of the employment contract. Trips home that are to be made later than this must be clarified with NORDEM/NCHR.

4.2. Booking tickets and travel expenses coverage

All costs involved in booking tickets that are to be covered by NORDEM/NCHR must be approved by NORDEM/NCHR or the person NORDEM/NCHR has authorized. The trip must be organized in a way that both ensures the lowest possible cost and is adapted to the assignment of long-term secondees.

If secondees want to travel to a different destination on termination of the contract, NORDEM/NCHR covers costs that as a maximum are equivalent to the trip between the duty station and the home country in economy class with applicable discount schemes.

4.3. Moving loads/luggage at the beginning and end of the assignment

NORDEM covers expenses related to moving to/from the duty station as described below. Any additional expenses are expected to be covered by the overseas allowance.

The secondee shall rent a fully furnished accommodation.

NORDEM/NCHR covers the luggage freight the at start of the assignment:

- For assignments of less than one month: only that covered by the ticket (usually 20kg).
- For assignments over one month and less than six months: up to 30 kg total weight.
- For assignments over six months and less than 364 days: 30 kg as accompanied luggage by plane and up to 20 kg sent as cargo or by reasonable alternative means in consultation with NORDEM/NCHR.
- For assignments lasting 364 days or more: 30 kg as accompanied luggage by plane and up to 70 kg or 2 cubic meters sent as cargo or by reasonable alternative means in consultation with NORDEM/NCHR.

For assignments of 364 days or more and if the secondee can document that renting fully furnished accommodation is impossible or not cost-effective for NORDEM/NCHR, the secondee can, as an exception and by agreement with NORDEM/NCHR, receive reimbursement for unaccompanied luggage/moving loads at the beginning the assignment for:

-30 kg as accompanied luggage by plane in addition to 12 cubic metres sent as cargo or by reasonable alternative means in consultation with NORDEM/NCHR.

If the secondee uses a removal company, the secondee must obtain quotes from 3 removal companies and must consult NORDEM/NCHR on freighting methods before travelling out to the duty area and home from the duty area. NORDEM/NCHR covers freight insurance within the above mentioned frameworks. NORDEM/NCHR does not cover storage expenses or housing costs in the secondees place of origin.

All costs covered in accordance with these terms are reimbursed upon presentation of vouchers/receipts.

On termination of the contract, luggage freight and moving loads are covered on the same terms. The total duration of the assignment determines the amount covered by NORDEM/NCHR.

See appendix 2, 6.2. for terms concerning moving with accompanying family members.

4.4. Paid travel home

In addition to the initial trip out to the duty station and the trip back, secondees without accompanying family are granted one return trip home after completing six months of the contract period. Irrespective of the length of the employment contract, secondees will be granted a maximum of two such trips per contract year (which includes travel at the start and end of the contract). Two days' travelling time is granted for each of the trips home, one day each way.

Secondees with accompanying family are granted one paid return trip home per 12 months' completed duty, which includes travel at the start and end of the contract.

On the approval of NORDEM/NCHR, the trip home can be exchanged for a trip to another destination equivalent to the standard return cost from the duty station to the home address.

Paid trips home cannot be transferred from one contract period to another unless justified by extraordinary circumstances. The prior approval of NORDEM/NCHR is required in such cases.

4.5. Work-related travel

Travel in connection with work is compensated as follows:

- Transport is covered by the Receiving Agency. If hotel/accommodation expenses are not covered by the Receiving Agency, NORDEM/NCHR reimburses the costs on submission of receipts (see 5.1)
- Daily subsistence is not covered.

4.6. Travel connected with compassionate leave

Applications for reimbursement of costs due to death, life-threatening illness or an accident involving a close family member must be submitted to the secondee's travel insurance provider. A prerequisite for such travel expenses being covered by travel insurance is that the insurance company's hotline is contacted before booking the trip. Secondees are themselves responsible for managing and following up contact with the insurance company. NORDEM/NCHR does not cover travel expenses or other expenses related to compassionate leave.

4.7. Travel home in the event of a secondee's accident or illness

Applications for reimbursement of the cost of a return ticket home or to a treatment location in the event of an accident, illness or the medical evacuation of a secondee must be submitted to the secondee's travel insurance provider. NORDEM/NCHR does not cover travel expenses or other expenses for a trip home resulting from a secondee's accident or illness.

5. HOUSING ETC.

5.1. Housing

NORDEM/NCHR covers housing expenses at the duty station on submission of bills/receipts. Housing expenses including electricity, water etc. up to the amount of NOK 7,000 are covered without prior approval. If accommodation costing more than NOK 7,000 a month is necessary, prior approval must be obtained from NORDEM/NCHR. Housing expenses (rent and electricity) are listed on a special claim form, the original receipts must be attached, and a copy of the rental contract must be sent with the first request for a refund. Compulsory security-related housing expenses (guards, generators etc.) can be covered on agreement with NORDEM/NCHR.

NORDEM/NCHR does not cover housing expenses in cases where the client grants per diem/DSA/accommodation or similar at the duty station.

If the client does not cover expenses for housing/accommodation on work-related trips, NORDEM/NCHR covers these expenses on submission of bills/receipts but only up to the government rates for overnight supplement in the country in question and only on agreement with NORDEM/NCHR.

During Rest and Recuperation (R&R), secondees' accommodation at the duty station is covered. See 6.2 for further information on R&R conditions.

Housing is not covered if a secondee is registered as a permanent resident at the duty station before the contract is entered into.

Home insurance for household effects and movable property up to a value of NOK 100,000 is covered by NORDEM/NCHR. Any additional insurance must be taken out by the secondees at their own expense.

NORDEM/NCHR does not cover the deposit. In special cases NORDEM/NCHR can temporarily refund the deposit on condition that the secondee repays the entire amount before the expiry of the contract period. In special cases NORDEM/NCHR can pay an advance for travelling expenses.

5.2. Telephone

NORDEM/NCHR does not cover the costs of personal telephone calls. The costs of work-related calls can be covered on submission of a specified invoice on agreement with NORDEM/NCHR.

5.3. Vehicles

The guidelines that apply at any given time at the duty station must be followed regarding the private use of vehicles.

6. HOLIDAY AND LEAVE

6.1. Holiday

Holiday is taken in accordance with the Norwegian Holidays Act and the provisions of the basic collective agreement. The Receiving Agency's holiday/annual leave days are regarded as holiday.

Secondees have the right and obligation to take holiday and are entitled to 25 days' holiday per calendar year. If the Receiving Agency offers holiday/annual leave exceeding 25 days, the secondee is given the opportunity to take these excess days off in addition to the 25 days. Holiday dates must always be agreed with the Receiving Agency, and NORDEM/NCHR must be informed in writing before the holiday is taken. This applies irrespective of the Receiving Agency's rules and is enforced for security reasons. NORDEM/NCHR must at all times know where personnel are located. Failure to give notification may have consequences for the secondment.

Holiday pay is accumulated in the secondment period in accordance with the Norwegian Holidays Act. This is preferably paid in June the following year and/or on termination of the contract.

Secondees who have not accrued the full amount of holiday pay from the preceding year can usually choose between taking less holiday on full pay or taking full holiday on less pay. The Receiving Agency must be notified if fewer than 25 days' holiday is taken. NORDEM/NCHR sends secondees information prior to the deadline for notification.

6.2. Rest & Recuperation (R&R) and Compensatory Time Off (CTO)

If the Receiving Agency implements R&R or CTO as a result of the security situation and/or the work situation at the duty station, secondees appointed by NORDEM/NCHR are entitled to the same benefits as the Receiving Agency's own employees. For R&R this is limited to a maximum of five days off plus two travelling days – a total of seven days for each R&R trip. R&R periods must be taken as they arise and cannot be accrued. Secondees who are entitled to take CTO are encouraged to take regular breaks away from the duty station.

NORDEM/NCHR covers overnight accommodation on submission of bills/receipts up to a maximum of 100% of government rates for a designated location – a 'hub' – for up to six nights per R&R period. If NORDEM/NCHR approves the secondee travelling to a destination other than a hub, travel/overnight accommodation expenses are reimbursed up to an amount equivalent to six nights spent at a hub per R&R period. Similarly, NORDEM/NCHR covers travel/overnight accommodation expenses for secondees on CTO in proportion to the applicable R&R frequency at the duty station. Up to 36 overnight stays are covered when the R&R frequency is six weeks, and up to 30 overnight stays are covered per year of service when the R&R frequency is eight weeks.

If the covers overnight accommodation expenses, NORDEM/NCHR's coverage rules do not apply.

If the Receiving Agency is not able to arrange free transport from the duty station to the designated location (the 'hub' designated by the Receiving Agency) or to cover travel expenses, NORDEM/NCHR covers any travel expenses for a return trip from the duty station to the hub on submission of bills/receipts.

Secondees receive salary and allowances from NORDEM/NCHR during R&R and CTO, but are not granted a subsistence allowance.

Secondees must notify NORDEM/NCHR of the time and location for R&R or CTO as soon

as possible and must present documentation approving the R&R and CTO from the Receiving Agency.

6.3. Compassionate leave

In the event of death, life-threatening illness or a serious accident involving a close family member, up to one week's leave with pay and allowances can be granted on application. Written applications must be approved by NORDEM/NCHR, and the secondee must inform his/her immediate superior at the duty station.

NORDEM/NCHR does not cover travel expenses. Secondees can apply for coverage through their travel insurance (see 4.6).

6.4. Maternity leave

Maternity leave for secondees is governed by Norwegian legislation, including chapter 12 of the Norwegian Working Environment Act and the Norwegian National Insurance Act. If the secondee spends the period of maternity leave in Norway, salary without allowances is paid for the entire contract period or until work is resumed.

If the secondee does not spend the maternity leave in Norway, the same conditions apply as those for secondees who are not covered by the Norwegian National Insurance Scheme.

See Appendix 3 for information on secondees who are not covered by the Norwegian National Insurance Scheme.

6.5. Duration of parental leave

The duration of parental leave depends on both the mother's and the father's rights to parental benefits. To qualify for parental benefits the secondee must have been a member of the Norwegian National Insurance Scheme and in employment and paying tax to the Norwegian state for at least six of the ten months preceding the leave.

More information on parental leave is available on the UiO website:

<http://www.uio.no/english/for-employees/employment/position/leave-absence/parental/index.html>

6.6. Paternal quota

The paternal quota is granted as compassionate paid leave for a maximum of two working weeks in connection with the birth of one's own child and with the adoption of children under the age of 15, cf. chapter 14 of the Norwegian National Insurance Act. This applies irrespective of whether or not the secondee is a member of the Norwegian National Insurance Scheme. The paternal quota must be agreed with NORDEM/NCHR well in advance.

In cases where the Receiving Agency grants the secondee the right to take more time off in connection with the birth, the secondee can apply for unpaid leave for the equivalent period. This is conditional on the Receiving Agency's regulations stating explicitly that they cover the secondee and grant the right to take leave. Entitlement to leave must be documented. NORDEM/NCHR does not cover travel expenses related to the paternal quota.

7. WORKING HOURS ETC.

7.1. Working hours

Working hours are regulated by chapter 10 of the Norwegian Working Environment Act and by wage agreements. Special reference is made to the fact that work performed in excess of agreed working hours is only regarded as overtime in cases where it has been specifically required by the employer. Any claims submitted for overtime payment must refer to specific instructions from NORDEM/NCHR.

Otherwise, secondees follow the Receiving Agency's working hours.

If the Receiving Agency has rules relating to compensatory time off (CTO) that also cover seconded staff, these rules apply correspondingly.

Secondees can take up to ten public holidays with pay per year and must observe the public holidays stipulated by the client.

7.2. Consultations at NORDEM/NCHR

NORDEM/NCHR can at any time call secondees home for consultation and meetings at the NCHR premises in Oslo or at another location. NORDEM/NCHR covers travel expenses for such consultations. Secondees are obliged to attend a mid-assignment debriefing during the assignment when possible and a debriefing on completion of the assignment.

7.3 Reporting

Secondees are obliged to submit written reports as agreed with NORDEM/NCHR. They must ensure that they receive a *Performance Evaluation Report* (PER) or similar from their immediate superior, and must submit this to NORDEM/NCHR prior to any extension of contract and on completion of the assignment.

7.3. Passport and visa

Secondees must ensure that they have a valid passport during the entire contract period. NORDEM/NCHR does not cover any costs related to this.

If for job-related reasons a secondee needs two passports, the cost of the extra passport may be covered after consulting NORDEM/NCHR.

NORDEM/NCHR covers the cost of the necessary visa.

8. INSURANCE, PENSION, NATIONAL INSURANCE AND TAX

8.1. Travel insurance

NORDEM/NCHR takes out travel insurance for all secondees, and the terms and conditions are specified in the prevailing agreement with the insurance company. The agreement applies for the entire contract period and terminates on the last day of the secondment.

8.2. Occupational injuries insurance

Secondees who are compulsory or voluntary members of the Norwegian National Insurance Scheme are covered by occupational injuries insurance in the Norwegian Public Service Pension Fund: <https://www.spk.no/en/insurance/occupational-injury-insurance/>. The insurance covers occupational injuries and illness in accordance with

more detailed conditions related to injuries sustained at work, at the workplace and during working hours. The insurance applies to injuries sustained during work in Norway or abroad. See Appendix 3 for secondees who are not covered by the Norwegian National Insurance Scheme.

8.3. Life insurance

Secondees who are compulsory or voluntary members of the Norwegian National Insurance Scheme are covered by group life insurance in the Norwegian Public Service Pension Fund. This ensures surviving family members a lump sum should the secondee die during the contract period.

8.4. Pension

Secondees who are compulsory or voluntary members of the Norwegian National Insurance Scheme are also members of the Norwegian Public Service Pension Fund.

8.5. National Insurance/Norwegian Labour and Welfare Administration overseas

Secondees are themselves responsible for their national insurance and must themselves bear any costs incurred by this. Normally regular membership of the Norwegian National Insurance Scheme ceases to apply after one year's stay abroad. This means that secondees must apply to the Norwegian Labour and Welfare Administration (NAV) – firstly to be assessed as a compulsory member of the National Insurance Scheme, and secondly to seek voluntary membership of this scheme and to extend the membership in the event of an extension of contract. Secondees are responsible for keeping themselves updated on the prevailing NAV rules.

Secondees who are Norwegian citizens but who are not covered by the Norwegian National Insurance Scheme and who do not meet the criteria for voluntary membership of NAV Overseas must notify NORDEM/NCHR of this in writing well ahead of departure. See Appendix 3.

8.6. Tax

Secondees are themselves responsible for their personal tax matters both in Norway and abroad. The tax card is electronic, and UiO retrieves the secondees' tax card directly from the Norwegian Tax Administration. Tax exemptions must be substantiated by written documentation.

If NCHR/UiO as employer is instructed by the authorities of other countries to deduct tax in advance, secondees will be notified of this before the deduction is implemented.

Secondees must contact the tax office themselves if there are problems due to double taxation or to other issues that may arise.

Persons who are not resident in Norway but who receive salary from the Norwegian government can apply to the municipality and the county authority for a tax refund.

9. OBLIGATIONS OF THE ASSIGNMENT

9.1. Code of Conduct

Secondees undertake to observe the current Code of Conduct for Secondees (see Appendix 1). Any breach of this Code of Conduct will have consequences for the employment and may lead to termination of the contract or dismissal.

9.2. Confidentiality

The duty of confidentiality applies both during the contract term and after the contract has expired. Articles or similar written by secondees must be cleared with NORDEM/NCHR and the Receiving Agency prior to publication. Contact with the media must also be cleared with NORDEM/NCHR and the Receiving Agency. Information that has not been made public that secondees have acquired knowledge of by virtue of their position must not be used for personal gain. Reference is also made to Appendix 1.

9.3. Visitors

Persons who visit secondees travel at their own risk. If a secondee's spouse or partner and/or child/children settle in the duty area or stay there for for a longer period without this being regulated in the secondee's employment contract, the secondee must notify NORDEM/NCHR in writing in spite of the fact that the family member(s) travels to and stays in the area at their own risk.

9.4. Security

Secondees are obliged to comply with the security regulations and procedures. Any breach of security rules will have consequences for the employment and may lead to termination of the contract and dismissal.

9.5. Miscellaneous

Secondees undertake:

- to respect the laws, customs and traditions of the country of service and to endeavour to establish good relations with the inhabitants and with foreign nationals staying in the country's territory and other personnel.
- not to take other paid work during the term of the contract.
- not to accept assignments or engage in activities that may be harmful to NORDEM/NCHR or to the execution of the assignment.
- not to become involved in political, military or religious activities, and not to actively express their attitudes to such issues or to ethnic issues when these activities could be viewed as directly related to NORDEM/NCHR or the assignment or may otherwise be harmful to NORDEM/NCHR or the assignment.
- not to express their opinions publicly in interviews, and not to publish their own articles or photographs concerning the assignment or the activities of the Receiving Agency or of NORDEM/NCHR without prior agreement with NORDEM/NCHR, unless this forms part of the job instructions. This also applies for a six-month period after returning to Norway. In addition, secondees must not publish anything on the recipient organization unless a written agreement has been made with this organization.
- to return all equipment and material borrowed in connection with the assignment.

10. PROBATIONARY PERIOD, PERIOD OF NOTICE, SUSPENSION AND DISMISSAL

10.1. Trial period/period of notice

Unless otherwise specified in the employment contract, the trial period and mutual period of notice given in the table below apply. The rules for the probationary period do not apply on extension of contract. Notice must be given in writing, and the period of notice starts on the date the notification is handed in.

Duration of term of duty	Probationary period	Period of notice during the trial period	Period of notice for secondees when there is no probationary period and after the probationary period	Employer's deadline for notification of expiry of contract
Less than 6 weeks			1 month	0
1.5 to 6 months			1 month	0
More than 6 months	6 months	Three weeks	1 month	0
More than 12 months	6 months	Three weeks	3 months	1 month
More than 4 years			3 months	6 months

10.2. Termination by the secondee

If the secondee terminates the employment contract within six months of the date of appointment, NORDEM/NCHR will not bear the cost of travel home for the secondee unless special circumstances indicate a breach of the employment contract on the part of NORDEM/NCHR.

10.3. Termination/suspension/dismissal from NCHR/UiO

Conditions for terminating employment include:

- NORDEM/NCHR no longer finding it possible to continue the project for financial or security reasons or for other major internal and/or external reasons.
- the assignment being cancelled on other grounds.
- the secondee failing to fulfil his/her duties as specified in the employment contract, terms and conditions of service, Code of Conduct and/or job description.

In addition to the other points given in 10.3, during the trial period secondees can be given notice on the basis of poor adaptation to the work, inadequate professional competence or a lack of reliability.

In accordance with section 15 of the Norwegian Civil Service Act, NORDEM/NCHR can dismiss a secondee if he/she has been guilty of a gross breach of official duties or on the basis of any other material breach of the employment contract.

In the event of dismissal, secondees may be obliged to cover the cost of the trip home for themselves and their accompanying family, and salary and allowances are immediately stopped.

If indicated by the needs of the NORDEM /NCHR or if there is reason to assume that the secondee has been guilty of actions that could lead to dismissal, NORDEM/NCHR can instruct the secondee to leave the position (be suspended) while the matter is

investigated. The secondee retains the salary and allowances he/she had at the date of the suspension until the suspension ends.

11. REQUIREMENTS FOR APPOINTMENT AND VALIDITY OF THE EMPLOYMENT CONTRACT DURING THE CONTRACT PERIOD

The validity of the employment contract is conditional on:

- the secondee's fitness for work in relation to the requirements set for the performance of the assignment.
- documentation of a valid medical examination and approval from a doctor prior to departure. The secondee is obliged to inform the doctor of any previous and current health problems that may be of significance for the overseas assignment.
- full and valid vaccinations.
- the granting of a travel visa and resident and work permits for the duty area.

Should it transpire after the secondee has started working that the above conditions were not fulfilled on the date of appointment, the employment contract may be declared invalid and the secondee him/herself must cover travel expenses and other costs.

If the medical examination reveals that it is not medically acceptable to send the secondee to the duty area, the employment contract will immediately be declared invalid. In these circumstances NORDEM/NCHR makes no compensation for any losses incurred.

12. AMENDMENTS TO THE CONTRACT

Amendments can be made to the employment contract during the period of secondment. Within the framework of section 12 of the Norwegian Civil Service Act, NORDEM/NCHR and the Receiving Agency can redefine the content of the post, the position and the duty area of the secondee as a result of new needs arising within NORDEM/NCHR or the Receiving agency (e.g. project-related, financial or security-related needs) or of the personal suitability and competence of the secondee. Should such redefinition occur, after a dialogue between those involved, NORDEM/NCHR will endeavour to reach a solution that is suitable to all parties.

Changes to the rates for allowances in this contract follow NORDEM/NCHR's adjustments and are implemented immediately after the secondee has been notified even though this may lead to a reduction in the allowances. Changes to the allowances are not made in the middle of a contract period.

Changes in the rates for individual salary grades are made in line with the government's basic collective agreement.

ACCEPTANCE OF THE TERMS AND CONDITIONS OF APPOINTMENT

I hereby confirm that I have read and understood the content of the "Terms and Conditions of Appointment for NORDEM Secondees" including appendices and that I accept these as employment conditions.

I also fully understand that I thereby simultaneously sign the Code of Conduct and I am familiar with the content of this and the consequences that any breach of its terms may lead to.

_____, ____/____ 20____ _____
Place Date Secondee