

Australian Rugby Collective Bargaining Agreement Mark III

Freehills

MLC Centre Martin Place Sydney New South Wales 2000 Australia
Telephone +61 2 9225 5000 Facsimile +61 2 9322 4000
www.freehills.com DX 361 Sydney

SYDNEY MELBOURNE PERTH BRISBANE SINGAPORE
Correspondent Offices HANOI HO CHI MINH CITY JAKARTA KUALA LUMPUR

Reference MMB:SRJ:PMK:14E

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This Collective Bargaining Agreement

is made on 23 December 2004 between the following parties:

1. **Australian Rugby Union Limited**
ACN 002 898 544
of Level 7, Australian Rugby House, 181 Miller Street, North Sydney,
New South Wales
(**the ARU**)
2. **New South Wales Rugby Union Limited**
ACN 000 222 711
of Gold Members' Car Park, Aussie Stadium, Moore Park, New South
Wales
(**the NSWRU**)
3. **Queensland Rugby Union Limited**
ACN 055 120 217
of 231 Butterfield Street, Herston, Queensland
(**the QRU**)
4. **Australian Capital Territory and Southern New South Wales
Rugby Union Ltd**
ACN 080 281 483
of Austin Street, Griffith, Australian Capital Territory
(**the ACTRU**)
5. **Western Australian Rugby Union Inc.**
of Meagher Drive, Floreat, Western Australia
(**the WARU**)
6. **Rugby Union Players' Association Incorporated**
Registration No Y2283131
of Level 22, 25 Bligh Street, Sydney, New South Wales
(**RUPA**)

Recitals

- A. The ARU is recognised as the governing body of Rugby in Australia by the International Rugby Board (**the IRB**).
- B. The NSWRU is recognised by the ARU as the controlling body of Rugby in New South Wales.
- C. The QRU is recognised by the ARU as the controlling body of Rugby in Queensland.
- D. The ACTRU is recognised by the ARU as the controlling body of Rugby in the Australian Capital Territory.
- E. The WARU is recognised by the ARU as the controlling body of Rugby in Western Australia.
- F. RUPA represents, amongst other things, the professional, industrial and employment interests of Players.

- G. The ARU, the NSWRU, the QRU, the ACTRU, and the WARU desire to enter into an agreement with RUPA in relation to the matters contained in this Agreement.
- H. RUPA has agreed with the ARU, the NSWRU, the QRU, the ACTRU and the WARU as follows.

The parties agree

in consideration of, among other things, the mutual promises contained in this agreement:

1 Interpretation

1.1 Definitions

In this Agreement, including in Schedules A and B to this Agreement, unless the subject or the context otherwise requires:

- (a) **Academy Player** means a person who has been offered and has accepted an Academy Contract;
- (b) **Academy Contract** means the contract for Academy Players to be developed by the Rugby Bodies and including the terms and conditions listed in Schedule F;
- (c) **Agreement** means this Collective Bargaining Agreement;
- (d) **ACTRU Rugby Team** means the senior representative Rugby team of the ACTRU;
- (e) **ARU Protected Sponsor** means one or more of the eight (8) sponsors, suppliers or licensees of the ARU and up to two (2) additional sponsors, suppliers or licensees of the ARU nominated by the ARU in writing to RUPA as set out in clause 8 of Schedule A to this Agreement;
- (f) **ARU Special Rights Sponsor** means one or more of the four (4) sponsors, suppliers or licensees of the ARU nominated by the ARU in writing to RUPA as set out in clause 2 of Schedule A to this Agreement;
- (g) **ARU Non Special Rights Sponsor** means any sponsor, supplier or licensee of the ARU which is not nominated as one of the four (4) ARU Special Rights Sponsors;
- (h) **Bledisloe Cup** means the Match or Matches played in a series between the Wallabies and the senior representative Rugby team of New Zealand, commonly known as the All Blacks;
- (i) **Business Day** means a day other than a Saturday or Sunday on which banks are open for general business in Sydney;
- (j) **Certified State Union Jersey** means a State Union jersey certified by the relevant State Union as being authentic;
- (k) **Certified Wallaby Jersey** means a Wallaby jersey certified by the ARU as being authentic;

- (l) **CPI** means the All Groups Consumer Price Index for Australia published by the Australian Bureau of Statistics in respect of the March quarter published in the year before the year to which the CPI amount is being utilised. If the Australian Bureau of Statistics ceases to issue the All Groups Consumer Price Index for Australia then the published index which most closely resembles it must be used for the purposes of this clause;
- (m) **Dispute** means a complaint pursuant to this Agreement concerning the construction or application of or compliance with this Agreement. Dispute does not mean a dispute arising out of or regarding the existence or interpretation of, or compliance with, a Standard Player Contract, a Short-term Player Contract, a Standard Rookie Contract or a Academy Contract;
- (n) **Gross Player Revenue** means
- (1) all revenue of the Rugby Bodies derived directly in connection with Matches including the following:
 - (A) cash and contra sponsorship such contra being valued as defined in the relevant sponsorship agreement;
 - (B) broadcasting including but not limited to third generation technology;
 - (C) hospitality including revenue calculated as the gross profit received from corporate customers for the purchase of dining packages, corporate boxes and corporate sites or facilities;
 - (D) licensing;
 - (E) travel including gross profit received from travel agents);
 - (F) memberships including the amount of revenue from new and existing membership sales brought into account by the Rugby Bodies during the relevant year;
 - (G) membership rebates;
 - (H) yearly membership rates less any subscriptions paid to relevant stadia;
 - (I) car parking;
 - (J) fundraising activities for Academy Players; and
 - (K) government grants being hosting rights fees by state governments.
 - (2) Gross Player Revenue includes the following sources of revenue on a net income basis only:
 - (A) gate takings, as calculated by the Rugby Bodies as at the date of this Agreement and defined as the gross gate takings less all direct costs such direct costs including:
 - (i) stadium rental;
 - (ii) venue on-costs as charged by the venue operator;

- (iii) event costs including, but not limited to, the hire of furniture and fittings, catering for teams and ice;
 - (iv) ticketing charges and credit card fees;
 - (v) pre-match entertainment being the costs associated with performers, announcers, choreography, production, pyrotechnics, visual displays, sound systems and video screens;
 - (vi) transport levies being paid to government bodies and/or transport bodies;
 - (vii) team costs (including visiting teams) including but not limited to, accommodation, transport, the provision of liaison officers, food and beverage;
 - (viii) match fees paid by a Rugby Body in respect of a visiting team participating in a Match; and
 - (ix) signage including, but not limited to, the costs of acquiring, production and maintaining signage not recovered from sponsors.
- (3) Gross Player Revenue does not include the following items of revenue:
- (A) government grants other than those directly derived in connection with Matches;
 - (B) International Rugby Board grants;
 - (C) interest received;
 - (D) rent received;
 - (E) foreign exchange gains or losses;
 - (F) insurance proceeds;
 - (G) capital proceeds from membership sales not brought to account by the Rugby Bodies during each relevant year;
 - (H) revenue from coaching courses and sales or resources;
 - (I) State/Territory based club competitions, under age competitions, country rugby union activities and competitions;
 - (J) sponsorship of referees' and officials' programs;
 - (K) the Australian Rugby Shield (or its successor competition);
 - (L) management fees received from other Rugby Bodies or from controlling bodies of Rugby located outside Australia;
 - (M) grants received from other Rugby Bodies;
 - (N) sponsorship of community Rugby programs;
 - (O) affiliation fees; and

- (P) proceeds from any legal action not related to Gross Player Revenue.
- (4) Any items of revenue not contemplated within this definition are to be the subject of discussion amongst the Parties so as to determine whether they fall within the definition of Gross Player Revenue. In the event the Parties are unable to agree whether an item of revenue falls within the definition of Gross Player Revenue any Dispute will be dealt with in accordance with clause 24 of this agreement.
- (o) **GST** means any goods and services tax payable under the New Tax System (Goods and Services Act) 1999 (Cth) as amended from time to time, consumption tax, value added tax or the like;
- (p) **Image** includes the name, likeness, talents, identity and reputation of a Player;
- (q) **Industrial Action** means:
- (1) a refusal to work as directed by a Rugby Body, the performance of work in a manner different from that in which it is, or has been, customarily performed, or the adoption of a practice in relation to work, the result of which is a restriction or limitation, or a delay in, the performance of the work where the refusal to work as directed, the work is performed, or the practice is adopted, in connection with an Industrial Dispute; or
 - (2) a ban, limitation or restriction on the performance of work, or on acceptance of or offering for work, in accordance with the terms and conditions described by a player contract; or
 - (3) a ban, limitation or restriction in the performance of work, or on acceptance of or offering for work, that is adopted in connection with an Industrial Dispute;
- (r) **Inter-Provincial Match** means any Match played as part of a tournament which involves a Player participating against a Regional Representative Team but does not include a club team;
- (s) **Industrial Dispute** means a dispute between:
- (i) a Player and a Rugby Body or the Rugby Bodies;
 - (ii) an Academy Player and a Rugby Body or the Rugby Bodies; and/or
 - (iii) RUPA and a Rugby Body or the Rugby Bodies;
- in relation to this Agreement;
- (t) **Licensing Activity** means the provision of services, all product sales, sales promotions, advertising, endorsement arrangements, licensing and merchandising undertaken by the Rugby Bodies or any of them, their licensees or sponsors or any permitted sub-licensees, such activities involving the use of the trademark, brand logo, name or any other indicia or intellectual property of a Rugby Body;
- (u) **Match** means any Rugby match or game in which a Player is required to participate pursuant to the terms of the Standard Player Contract, Short-

Term Player Contract, Standard Rookie Contract or an Academy Contract, other than a metropolitan club Rugby match;

- (v) **National Union** means a national controlling body of Rugby affiliated to the International Rugby Board;
- (w) **NSWRU Rugby Team** means the senior representative Rugby team of the NSWRU;
- (x) **Parties** means the ARU, the NSWRU, the QRU, the ACTRU, the WARU and RUPA collectively;
- (y) **Person** means a natural person, corporation, partnership, trust, estate, joint venture, sole partnership, government or governmental sub-division or agency, association, co-operative and any other legal or commercial entity or undertaking;
- (z) **Player** means any person contracted to any of the ARU, the NSWRU, the QRU, the ACTRU, the WARU or any further Australian Super Tournament team established after the date of this Agreement for the purpose of playing Rugby in the Super Tournament, Tri-Nations Tournament, an Inter-Provincial Match, a Tour Match or a Match involving the Wallabies, but does not include Academy Players;
- (aa) **Player Director** means a Player or a former Player whose contract of employment as a Player expired or otherwise came to an end no longer than five (5) years prior to the date of appointment and who, subject to any existing constitutional limitations of the relevant Rugby Body, is appointed to the Board of Directors of a Rugby Body by RUPA ;
- (bb) **Print Media Advertising Promotions** means a promotional campaign undertaken by a Special Rights Sponsor of a Rugby Body in newspapers, a match program, marketing brochure, magazine or any other printed medium, excluding a billboard, involving the use of Images;
- (cc) **Premium Reserved Seating** means reserved seats located in the grandstand in a position in between twenty-two (22) metres from either side of the halfway mark of the playing field;
- (dd) **QRU Rugby Team** means the senior representative Rugby team of the QRU;
- (ee) **Regional Representative Team** means the senior representative Rugby team of a state, territory or province within a National Union;
- (ff) **Related Entity** means, in relation to a Player:
 - (1) a spouse or de facto spouse;
 - (2) a body corporate in which the Player's spouse or de facto spouse has a majority shareholding; and
 - (3) a beneficiary under a trust where the Player, the Player's spouse or the de facto spouse, or a company in which the Player, the Player's spouse or de facto spouse has a majority shareholding, is a trustee.
- (gg) **Rookie Contract** means the Rookie Contract set out in Schedule E to this Agreement;

- (hh) **Rugby Bodies** means the ARU, the QRU, the NSWRU, the ACTRU and the WARU collectively;
- (ii) **Rugby Body** means any of the ARU, the QRU, the NSWRU, the ACTRU or the WARU;
- (jj) **Rugbynet** means the integrated network of internet web sites established by the ARU to provide a communication and business tool delivery system for Australian Rugby clubs, schools and Unions;
- (kk) **RWC** means the Rugby World Cup or a successor tournament;
- (ll) **Signature** means a Player's autograph in any form whether written, electronic or otherwise;
- (mm) **Standard Player Contract** means the Standard Player Contract set out in Schedule C to this Agreement;
- (nn) **Short-Term Player Contract** means the Short-Term Player Contract set out in Schedule D to this Agreement;
- (oo) **State Union Special Rights Sponsor** means one or more of the two (2) sponsors, suppliers or licensees of each State Union nominated by each State Union in writing to RUPA as set out in clause 2 of Schedule A to this Agreement;
- (pp) **State Union Non-Special Rights Sponsor** means any sponsor, supplier or licensee of a State Union which is not nominated as a State Union Special Rights Sponsor;
- (qq) **State Union Protected Sponsor** means one or more of the four (4) sponsors of each State Union nominated by each State Union in writing to RUPA;
- (rr) **State Union** means either the NSWRU, QRU, ACTRU or the WARU;
- (ss) **Super Tournament** means the annual Super 12 Rugby Competition or any of its successors including but not limited to the Super 14 Competition proposed to commence in 2006;
- (tt) **Talent Fee** means monies payable to Players for consenting to the use of their Image for the purpose of promoting a sponsor of a Rugby Body;
- (uu) **Team Management** means head coach, assistant coaches, trainers, strength conditioners, physiotherapists and doctors;
- (vv) **Test Match Assembly Period** means any time when the Wallaby squad has assembled in preparation for a Test Match or a Tour Match, and also the period from when the Wallabies commence assembly in preparation for a tour and concluding two (2) days the day after the final Match of the tour;
- (ww) **Tour Match** means any Match involving the Wallabies, the NSWRU Rugby Team, the QRU Rugby Team, the ACTRU Rugby Team, the WARU Rugby Team or any further Australian Super Tournament team competing in the Super Tournament (or its successor competition) on one part, and a Regional Representative Team or the senior representative team of a National Union on the other part;

- (xx) **Tri-Nations Tournament** means the annual Tri-Nations Tournament or its successors;
- (yy) **Wallabies** means the senior representative Rugby team of the ARU;
- (zz) **Wallaby** means a Player who is a member of the Wallabies; and
- (aaa) **WARU Rugby Team** means the senior representative Rugby team of the WARU.

1.2 Construction

In this Agreement, unless the subject or the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing one gender include all genders;
- (c) a reference to any Party or other Person includes that Party's or Person's successors and permitted assigns;
- (d) a reference to a statute, ordinance or other legislation includes any amendment, replacement or re-enactment thereof for the time being in force and includes all regulations, by-laws and statutory instruments made thereunder;
- (e) a reference to this or any other document includes a reference to that document as amended, supplemented, novated or replaced from time to time;
- (f) a reference to a clause, Recital or Schedule is a reference to a clause of, or Recital, or Schedule to this Agreement;
- (g) a reference to writing includes all means of reproducing words in a tangible and permanently visible form;
- (h) a reference to time is a reference to time in the State of New South Wales;
- (i) where a Party comprises two or more Persons, any agreement or obligation to be performed or observed by that Party binds those Persons jointly and each of them severally, and a reference to that Party is deemed to include a reference to any one or more of those Persons;
- (j) the table of contents and the headings in this Agreement are not to affect its interpretation; and
- (k) words defined in the Recitals, the Schedules and elsewhere in this Agreement have the meanings therein ascribed.

1.3 Recitals and Schedules

The Recitals and Schedules to this Agreement form part of this Agreement.

2 Term and Termination of Previous Agreement

- 2.1 This Agreement will commence on the date the agreement is signed by the Parties and will expire on 31 January 2009 (**the Term**), unless terminated earlier in accordance with the terms of this Agreement. Subject to clause 2.3 below, on commencement of this Agreement, the agreement previously signed by the Rugby

Bodies and RUPA on or about 30 March 2001, as well as any other agreement entered into by the Parties pursuant to clause 24 of that agreement will terminate.

- 2.2 Subject to clause 2.3, on the commencement of this Agreement all actions, disputes and grievances between a Rugby Body and RUPA (including but not limited to any commenced using clause 3.2(c) or its predecessor) existing prior to the execution of this Agreement and concerning a matter that has involved a threatened or commenced arbitration are waived. All Parties will take all necessary steps to give effect to this clause 2.2
- 2.3 The Parties acknowledge that the obligations in clause 8 of the Agreement entered into by the Parties on or about 30 March 2001 shall survive the termination of this Agreement.

3 Binding Agreement

- 3.1 Each Party covenants and warrants that as at the date of this Agreement, the Agreement has been ratified in accordance with its internal procedures and that it is authorised by its Board of Directors to execute this Agreement.
- 3.2 Each Party agrees and acknowledges that:
- (a) by executing this Agreement it is entering into a legally binding agreement between all the Parties to this Agreement;
 - (b) this Agreement is to be legally enforceable by the Parties;
 - (c) this Agreement is to be legally enforceable by RUPA where a Player authorises RUPA in writing to seek its enforcement on his behalf and such written authorisation is forwarded to the Rugby Body which employs the Player; and
 - (d) the damages in respect of any breach which may be sued for by RUPA on behalf of a Player will be deemed to be the damages actually suffered by the Player notwithstanding that RUPA itself may have suffered no damage.
- 3.3 Each Party will act in good faith towards the others and will use its best endeavours to comply with the terms and conditions of this Agreement and see that their respective obligations under this Agreement are carried out in full.

4 Arrangements with RUPA

- 4.1 In consideration of the promises, obligations and agreements of the Rugby Bodies under this Agreement:
- (a) RUPA agrees to pay to each Rugby Body the amount of \$1.00 on the date of this Agreement;
 - (b) Subject only to clauses 4.3 and 4.4 of this Agreement, RUPA undertakes that for the term of this Agreement, and for any New Term (as referred to in clause 26.2) that it will not, unless otherwise provided for in this Agreement:
 - (1) make any extra claims; or

- (2) procure, induce, assist or encourage any other Person to make any extra claims;

on any Rugby Body in relation to the terms and conditions of this Agreement or the employment of Players;

- (c) RUPA agrees that, subject to clause 4.3, 4.4 and 4.5, it will not attempt to use or use the name, image, likeness, talents or reputation in any form or medium of:

- (1) the Players;
- (2) any Player;
- (3) any Rugby Body; or
- (4) any competition or tournament in which a team of a Rugby Body participates,

for any purpose including, without limitation, for publicity, promotions or marketing, without the written consent of the Rugby Bodies;

- (d) RUPA undertakes that during the operation of this Agreement it will not procure, induce, encourage or participate in any Industrial Action by a Player.

4.2 RUPA must, on signing this Agreement, provide a current copy of its Constitution to the Rugby Bodies and provide any amendments to that Constitution to the Rugby Bodies as and when they occur.

4.3 RUPA may conduct the following events during each calendar year:

- (a) up to two (2) corporate golf days provided that:
 - (1) no more than six (6) Players attend each RUPA corporate golf day;
 - (2) only one RUPA corporate golf day occurs during a Test Match Assembly Period and the sponsors of the RUPA corporate golf day occurring during the Test Match Assembly Period are legal or accounting professional service firms or such other professional service firms as may be approved in writing by the ARU;
 - (3) if a RUPA corporate golf day occurs during a Test Match Assembly Period then no Wallaby selected as part of the squad for that particular Test Match may attend;
 - (4) the same Player does not attend more than one (1) RUPA corporate golf day per calendar year; and
 - (5) the RUPA corporate golf day does not interfere with a Player's training, playing or promotional obligations under a Player's contract; and
- (b) up to four (4) corporate lunches or dinners (not including a corporate lunch or dinner in relation to the John Eales Medal or the RUPA annual Christmas Lunch) provided that:
 - (1) no more than six (6) Players attend each RUPA corporate lunch or dinner;

- (2) no RUPA corporate lunch or dinner occurs during a Test Match Assembly Period applicable to a Bledisloe Cup Match;
- (3) subject to clause 4.3(b)(2), only two RUPA corporate lunches or dinners occur during Test Match Assembly Periods and the sponsors of the RUPA corporate lunches or dinners occurring during Test Match Assembly Periods are legal or accounting professional service firms or such other professional service firms as may be approved in writing by the ARU;
- (4) if a RUPA corporate lunch or dinner occurs during a Test Match Assembly Period then no Wallaby selected as part of the squad for that particular Test Match may attend;
- (5) the same Player does not attend more than one (1) RUPA corporate lunch or dinner per calendar year; and
- (6) the RUPA corporate lunch or dinner does not interfere with a Player's training, playing or promotional obligations under a Player's contract.

4.4 RUPA may seek corporate sponsorship for the events described in clause 4.3 provided that:

- (a) RUPA provides the Rugby Bodies with reasonable notice of not less than eight (8) weeks of the date and the proposed details of the event, including the proposed sponsor, to allow the Rugby Bodies to inform their sponsors of the event;
- (b) RUPA allows the sponsors of the Rugby Bodies the first right of refusal to sponsor the event and also the opportunity to match the offer made by any other potential sponsor. Such right of first refusal starts from the date of RUPA giving the Rugby Bodies the notice referred to in clause 4.4(a) and terminates four (4) weeks thereafter;
- (c) the event, the sponsor or the sponsorship does not:
 - (1) relate to products or services competitive with those of Protected Sponsors (existing or under negotiation) of the Rugby Bodies which have been nominated to RUPA from time to time;
 - (2) involve the disclosure of confidential or sensitive information or are critical of or prejudicial to the interests of the Rugby Bodies or the game of Rugby;
 - (3) tend to bring the game into disrepute;
 - (4) involve the use of any names, logos or other intellectual property of the Rugby Bodies, in particular any official playing uniform; or
 - (5) falsely create the impression that the event is an event co-ordinated by or in conjunction with the Rugby Bodies.

4.5 RUPA may sell advertising space in its newsletter publication provided the newsletter is free of charge.

5 Payments to RUPA

- 5.1 Subject to clause 5.2, the Rugby Bodies must, on 31 January 2005, pay to RUPA the amount of \$550,000. For each subsequent year of the Term the Rugby Bodies must pay to RUPA, on 31 January each year, the following amounts:
- (a) in 2006 - \$575,000;
 - (b) in 2007 - \$600,000; and
 - (c) in 2008 – \$625,000.
- 5.2 If in any of the years set out in clause 5.1(a)-5.1(c) inclusive there are only 3 Australian teams competing in the Super Tournament, then the annual payments to RUPA set out in clause 5.1(a)-5.1(c), will be calculated as \$550,000 increased each year by CPI, or such amount as otherwise agreed in writing between the Parties.
- 5.3 The amounts payable by the Rugby Bodies to RUPA under this Agreement are calculated without regard to GST. If GST is payable by the Rugby Bodies or RUPA on any supply made by the Rugby Bodies under or in accordance with this Agreement, the Rugby Bodies must pay to RUPA the amount equal to the GST payable by the Rugby Bodies on that supply in addition to the amount of the supply. Any GST payable under this clause by the Rugby Bodies to RUPA must be paid at the time of the relevant supply.
- 5.4 RUPA must arrange for its auditors to provide to the Rugby Bodies within ninety (90) days of 30 September each year of the Term an auditors certificate which identifies the manner in which the payments to RUPA under this clause 5 have been applied.

6 Payment of RUPA membership dues

Following the execution of this Agreement, where a Player in writing authorises the relevant Rugby Body to do so, the Rugby Body will deduct from the Player's remuneration the Player's annual RUPA membership fee, as determined by RUPA and advised to the Rugby Bodies in writing from time to time, and will forward such deducted amounts to RUPA.

7 Minimum terms and conditions of employment for Players

- 7.1 Subject to clause 10 of this Agreement, the Parties agree that the terms of Schedule B "Minimum Terms and Conditions" will apply to and will be deemed to be incorporated into any future employment contract agreed between a Rugby Body and a Player.
- 7.2 The Parties Agree that clauses 3 (with the exception of clause 3.1), 4.1, 4.9(a), 4.9(b), 4.9(d), 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 of Schedule B "Minimum Terms and Conditions" will apply to Players who have an existing employment contract as at the date of this Agreement.

8 Payments to Players

- 8.1 In 2005 the Rugby Bodies shall pay no less than \$22,180,000 or twenty-five percent (25%) of the Gross Player Revenue for the immediately preceding financial year (whichever is the greater) to, or in respect of, no more than one hundred and twenty (120) Players.
- 8.2 Subject to clause 8.5, in 2006 the Rugby Bodies shall pay no less than \$25,000,000 or twenty-six percent (26%) of the Gross Player Revenue for the immediately preceding financial year (whichever is the greater) to, or in respect of, no more than one hundred and thirty-two (132) Players.
- 8.3 Subject to clause 8.5, in 2007 the Rugby Bodies shall pay no less than \$25,750,000 or twenty-six percent (26%) of the total combined Gross Player Revenue for the immediately preceding financial year (whichever is the greater) to, or in respect of, no more than one hundred and thirty-two (132) Players.
- 8.4 Subject to clause 8.5, in 2008 the Rugby Bodies shall pay no less than \$26,500,000 or twenty-six percent (26%) of the Gross Player Revenue for the immediately preceding financial year (whichever is the greater) to, or in respect of, no more than one hundred and thirty-two (132) Players.
- 8.5 The Rugby Bodies are not required to pay the amounts referred to in clause 8.2, 8.3 and 8.4 if there are only 3 Australian teams competing in the Super Tournament. In such a situation, the Rugby Bodies will be required to pay the annual amount specified in clause 8.1 increased each year by CPI or such other amount as the parties agree in writing.
- 8.6 The amounts referred to in clauses 8.1 to 8.5 will not include:
- (a) amounts paid to coaches or any other team management;
 - (b) payroll tax;
 - (c) group insurance premiums;
 - (d) workers' compensation premiums; and
 - (e) other team management costs.
- 8.7 The amounts referred to in clauses 8.1 to 8.5 will include:
- (a) the payments made by the Rugby Bodies to RUPA set out in clause 5 of this Agreement;
 - (b) one-half of the amounts paid by the ARU in respect of the Career Training Scheme (referred to in clause 15 of this Agreement);
 - (c) commencing from 2006, up to \$500,000 per annum (increased by CPI commencing from 2007) of payments made in respect of Academy Players; and
 - (d) payments made in respect of any Player employed pursuant to a Short Term Player Contract.
- 8.8 The one hundred and thirty-two (132) Players referred to in clauses 8.2 to 8.4 may include no more than thirty-three (33) Players employed by each State Union of whom:

- (a) no more than thirty (30) are Players employed pursuant to the terms of a Standard Player Contract; and
 - (b) no more than five (5) are Players employed by each State Union pursuant to the terms of a Rookie Contract.
- 8.9 For the purposes of clause 8.8, where:
- (a) a Player is originally engaged under a Rookie Contract; and
 - (b) that Player's engagement is upgraded to a Standard Player Contract by operation of clause 19 of the Rookie Contract,
- that Player will be deemed to remain a Player engaged under a Rookie Contract up until a date 12 months after the date when the Player originally entered the Rookie Contract.
- 8.10 Subject to this clause, in the event the Rugby Bodies have paid less than the amounts they are required to pay pursuant to clauses 8.1 to 8.5 in any given financial year then the Rugby Bodies shall, within twenty-one (21) days of the Parties agreeing on the amount of any underpayment or the resolution of any arbitration pursuant to clause 24 of this Agreement with regard to any underpayment, distribute the balance of the moneys required to be paid for that particular year, on a pro rata basis based on the number of times an individual Player has participated as a member of a 22 man squad in a Test Match or an Inter-Provincial Match during the relevant calendar year, to all of the Players who received payment of part of the total amount required to be paid by the Rugby Bodies in that relevant year.
- 8.11 Without limiting the operation of any time limit contained in this clause 8, where the Rugby Bodies are required to make payments under this clause 8 the Rugby Bodies will use their best endeavours to make any payment of any surplus Gross Player Revenue on or before 30 June in the following year.
- 8.12 In the event that a Rugby Body, other than the ARU, loses its right or is suspended from fielding a Rugby team in the Super Tournament (or its successor), the ARU shall in those circumstances assume liability for payment of all amounts due to Players who are contracted to the relevant Rugby Body provided that such Players shall accept all reasonable directions from the ARU in relation to future employment as footballers and apply any amounts payable in respect of future employment to the credit of the ARU.
- 8.13 Nothing contained in this clause 8 shall be interpreted to mean the payments referred to are maximum payments in respect of a particular Player. The Parties agree and acknowledge that the payments referred to in this clause are minimum total payments to be made in respect of Players.
- 8.14 On or before 30 June of each year of the Term, each Rugby Body shall provide to RUPA an auditor's letter to evidence the payment of the moneys referred to in this clause 8.
- 8.15 In the event that any conduct of a Player or Players leads to loss (whether by termination of a contractual arrangement or otherwise) by a Rugby Body of any sponsorship, supply or licence arrangement by a Rugby Body or any Special Rights Sponsor or any revenue that would have been received from such Special Rights Sponsor, then an amount equivalent to thirty percent (30%) of the amount

reflecting the loss suffered by the Rugby Body cash value of the relevant sponsorship, supply or license arrangement to the Rugby Body will be deducted from the minimum payment otherwise to be made under clauses 8.1 to 8.5.

- 8.16 In the event the total of the expense items deducted from the revenue items as contemplated in the definition of Player Generated Revenue in the Collective Bargaining Agreement entered into between the Parties on or about 30 March 2001 increase in any twelve (12) month period when compared with the previous twelve (12) month period by thirty-seven and one half (37.5) percent or more then the obligation of the Rugby Bodies to pay any amount pursuant to clause 8.10 for that particular year will not apply.
- 8.17 In the event that any one or more of the six (6) scheduled domestic Test Matches due to be played in Australia in 2007 does not proceed due to the scheduling of RWC 2007, then the obligation of the Rugby Bodies to pay any amount pursuant to clause 8.10 in respect of 2007 will not apply.

9 Bonus payments to Players

- 9.1 The ARU and RUPA shall, at a time agreeable to both Parties, enter into good faith discussions for the payment of a RWC winning bonus to those Players involved in the Wallabies 2007 RWC tournament team.
- 9.2 In the event that the Wallabies win the Tri-Nations Tournament, the ARU will pay a winning bonus (as set out below) to each Player who was a member of the twenty-two (22) man Wallaby squad in all Tri-Nations Tournament Matches during the relevant year:
- (a) \$10,300 if the Tri-Nations Tournament victory occurs in 2005; or
 - (b) \$12,500 if the Tri-Nations Tournament victory occurs after 2005.
- 9.3 In the event that the Wallabies win the Bledisloe Cup tournament, the ARU will pay a winning bonus (as set out below) to each Player who was a member of the twenty-two (22) man Wallaby squad in all Bledisloe matches during the relevant year:
- (a) \$10,300 if the Bledisloe Cup tournament victory occurs in 2005; or
 - (b) \$12,500 if the Bledisloe Cup tournament victory occurs after 2005.
- 9.4 The bonus payments in clauses 9.2 and 9.3 are not mutually exclusive and should the Wallabies win both the Bledisloe Cup and the Tri-Nations Tournament in the same year, eligible Players will receive two bonus payments.
- 9.5 A Player who was a member of the 22 man Wallaby Squad for some, but not all of the Matches in a tournament referred to in clause 9.2 and 9.3 above, will receive a proportionate bonus payment reflecting the number of matches that the Player was a member of the 22 man Wallaby squad in the relevant tournament.
- 9.6 The payments made to Players pursuant to this clause 9 are not to be included as payments made by the Rugby Bodies pursuant to clause 8 of this agreement.

10 Rugby World Cup

- 10.1 The Rugby Bodies and RUPA acknowledge that a RWC tournament is held approximately every four (4) years in which the Wallabies are entitled to represent Australia.
- 10.2 The Rugby Bodies and RUPA acknowledge that the terms and conditions of the RWC tournament under which teams are able to enter and compete are determined by third party organisations.
- 10.3 The terms and conditions for the RWC tournament may differ from the terms and conditions contained in this Agreement and the Standard Player Contracts.
- 10.4 Notwithstanding anything else contained in this Agreement, the Rugby Bodies and RUPA agree that the Rugby Bodies, RUPA or any Player will not be in breach of any provision of this Agreement or a Standard Player Contract if Players agree to participate, as a member of the Wallabies team, in the RWC tournament in accordance with the terms and conditions specified by the relevant third party organisation.
- 10.5 RUPA will not encourage or assist Players to engage in any litigation in relation to whether or not they agree to the terms of a RWC tournament participation agreement.
- 10.6 Subject to any restrictions placed on the ARU by third parties, the ARU will provide RUPA with a copy of the RWC 2007 Participation Agreement:
- (a) six (6) months prior to RWC 2007; or
 - (b) if the ARU is not in receipt of the RWC Participation Agreement at the time specified in clause 10.6(a), within one (1) week of the ARU receiving the RWC 2007 Participation Agreement.

11 Ticketing

- 11.1 During each year of the Term the Rugby Bodies will provide RUPA with Premium Reserved Seating for a maximum of eighteen (18) people to all Matches played in Australia on the following basis:
- (a) up to twelve (12) tickets to be provided free of charge; and
 - (b) up to six (6) tickets to be available for purchase by RUPA at the standard market price.
- 11.2 RUPA shall, at least twenty-eight (28) days before each Match, notify the ARU in writing of the number of tickets it requires pursuant to clause 11.1.
- 11.3 The Parties may agree in writing to extend the time in which RUPA must give the notice referred to in clause 11.2.
- 11.4 The tickets referred to in this clause 11 must be provided no less than three (3) days prior to the relevant Match.
- 11.5 RUPA undertakes that the tickets provided to RUPA pursuant to this clause 11 will not be sold.

12 Group insurance

- 12.1 The Rugby Bodies must provide, in respect of each Player, such insurance to cover the death of or total or partial disability (as these terms are defined in the relevant insurance policy) sustained by a Player arising out of or in the course of the Player's employment with the Rugby Body. Such policy shall, in addition to benefits payable to Players for various injuries sustained, provide for the payment of \$1,000,000 in the event that the Player dies or is totally and permanently disabled as a result of an injury arising out of or in the course of the Player's employment with the Rugby Body.
- 12.2 Each Rugby Body must provide a copy of the policy referred to in clause 12.1 to RUPA within sixty (60) days of the date of this Agreement.
- 12.3 The terms of the policy referred to in clause 12.1 must be acceptable to both RUPA and the Rugby Body.
- 12.4 The ARU will work with RUPA to investigate the possibility of obtaining insurance at a cost which the Rugby Bodies consider commercial, such insurance being to provide Players who end their professional rugby career in circumstances of a catastrophic injury with a lump sum payment equivalent to fifty percent (50%) of the Total Annual Remuneration Package which would have been payable to the Player had they completed the term of their current player contract.
- 12.5 The ARU will continue to work with RUPA to investigate the possibility of securing a form of insurance for Players which:
- (a) offers benefits of an equivalent nature to those provided to workers by the workers compensation system in each applicable State or Territory (the **Applicable Workers Compensation Scheme**); and
 - (b) can be provided at a cost less than or equivalent to that at which employers participate in the Applicable Workers Compensation Scheme.
- 12.6 Should insurance of a nature contemplated by clause 12.4 or 12.5 be identified then discussions will occur between the ARU and RUPA prior to implementation as to whether the insurance premium/costs will form part of the payments in clauses 8.1 to 8.4 of this Agreement.

13 Player Directors

- 13.1 The ARU agrees that, subject to any existing constitutional limitations of the ARU, one (1) of its directors must be a Player Director who has full voting rights.
- 13.2 For the purposes of clause 13.1, the Player Director appointed to the Board of Directors of the ARU shall be elected by the Players.
- 13.3 The NSWRU agrees that one (1) of its directors must be a Player Director who has full voting rights.
- 13.4 For the purpose of clause 13.3, the Player Director appointed to the Board of Directors of the NSWRU must, subject to any existing constitutional limitations of the NSWRU, be elected by RUPA. Only New South Wales Players shall be eligible to vote.

- 13.5 The ACTRU agrees that one (1) of its directors must be a Player Director who has full voting rights.
- 13.6 For the purposes of clause 13.5, the Player Director appointed to the Board of Directors of the ACTRU must, subject to any existing constitutional limitations of the ACTRU, be elected by RUPA. Only Australian Capital Territory Players shall be eligible to vote.
- 13.7 The QRU agrees that one (1) of its directors must be a Player Director who has full voting rights.
- 13.8 For the purposes of clause 13.7, the Player Director appointed to the Board of Directors of the QRU must, subject to any existing constitutional limitations of the QRU, be elected by RUPA. Only Queensland Players shall be eligible to vote.
- 13.9 The WARU agrees that one (1) of its directors must be a Player Director who has full voting rights.
- 13.10 For the purposes of clause 13.9, the Player Director appointed to the Board of Directors of the WARU must be elected by RUPA. Only WARU Players shall be eligible to vote.
- 13.11 The ARU agrees that it will invite to each meeting of its Board of Directors the Player who is appointed captain of the Wallabies from time to time during the Term, provided that it is acknowledged by the Parties that such Player shall not have voting rights in relation to any resolution put to the Board of Directors.
- 13.12 RUPA acknowledges that some of the constitutions of the Rugby Bodies may not permit a non-Player to be a Player Director within the meaning of this clause 13. In such circumstances, RUPA will ensure that a Player is nominated for the position.

14 Player Occupational Health and Safety

- 14.1 A Joint Committee on Player Occupational Health and Safety (**the Joint Committee**) will be established for the purpose of discussing Player safety and welfare aspects of playing equipment, playing surfaces, stadium facilities, playing rules, Player-coach relationships, travelling itineraries, playing schedules and any other relevant subjects. The Joint Committee will consist of three (3) Rugby Body Representatives, three (3) RUPA representatives and the Chairman. The Chairman of the Committee will be an individual appointed by the Parties by no later than sixty (60) days after the date of this Agreement.
- 14.2 The Joint Committee will hold meetings every two (2) months throughout each year on dates and at sites selected by the Chairman.
- 14.3 Any recommendation made by the Joint Committee will be given serious and thorough consideration by RUPA and each Rugby Body. The Joint Committee will establish a Charter to govern its operations subject to the terms of this Agreement. The Charter will include as part of its obligations:
- (a) to keep under review the measures taken to ensure the health and safety and welfare of the Players;

- (b) to investigate any matter that may be a risk to health and safety at the place of work;
 - (c) to attempt to resolve the matter, but if unable to do so, request an investigation by an inspector appointed under the applicable occupational health and safety legislation for that purpose; and
 - (d) such other functions as are prescribed by occupational health and safety regulations.
- 14.4 Training will be compulsory for the members of the Joint Committee and such training will be in accordance with that contemplated by clause 3.1 of the *Occupational Health and Safety Regulation 2001 (NSW)* as amended or replaced from time to time or its applicable equivalent outside New South Wales.
- 14.5 An ARU employee will have, as part of their role, designation as the administrative secretary of the Joint Committee.
- 14.6 The Rugby Bodies shall within seventy (70) days of this Agreement advise and confirm in writing to each existing member of their respective Team Management that a key factor in their performance review will be whether they have pressurised or coerced a Player to train or play with an injury against that Player's will.
- 14.7 The Rugby Bodies shall ensure that any member of their respective Team Management that is employed after the date of this agreement has inserted into their terms and conditions of employment a clause to the effect set out in clause 14.6 above.
- 14.8 The Rugby Bodies shall provide RUPA with confirmation that clauses 14.6 and 14.7 have been complied with within thirty (30) days of receiving a written request from RUPA.

15 Career Training Scheme

- 15.1 The existing Career Training Scheme shall be jointly managed by RUPA and the ARU under the direction of a committee to be known as the Career Training Committee (**the Committee**).
- 15.2 The Committee shall comprise of three (3) representatives of the Rugby Bodies, three (3) representatives of RUPA, the National Player Development Manager, and the Chairman. The Chairman shall be an individual appointed by agreement in writing between the Rugby Bodies and RUPA and shall have a casting vote.
- 15.3 The Committee shall have, once approved by the Rugby Bodies, a charter (**the Charter**) to govern its operations and to set guidelines for the distribution by the Committee of financial assistance to Players and Academy Players to assist with all problems commonly experienced by current and retiring professional Rugby union players, including such matters as tertiary qualifications, vocational education and assistance, a career placement program, Player welfare and counselling, financial planning and management, and the level of such financial assistance. The Charter shall bind the Committee although the Committee may, subject to approval by the Rugby Bodies, revise this Charter from time to time.
- 15.4 The Committee shall have the authority to bind the ARU in relation to decisions it makes pursuant to the Charter provided that in doing so the minimum amount of

financial assistance the ARU shall be required to contribute in respect of the Career Training Scheme in 2005 is a total of \$350,000. This amount shall be increased in each year of the Term calculated on the basis of CPI or such other amount as the Parties agree in writing.

- 15.5 RUPA and the ARU agree to participate further in discussions from 2006 in relation to the minimum annual ARU contribution in respect of the Career Training Scheme in view of the introduction of an Additional Australian Super Tournament Team.
- 15.6 The Committee shall meet at least quarterly to consider policy and directions in relation to the Charter and to consider matters including:
- (a) which Player(s) or Academy Player(s) are to receive assistance and the nature of such assistance;
 - (b) which consultants are to be retained to further the objects of the Charter; and
 - (c) any reports prepared by consultants concerning assessments of Players or Academy Players.
- 15.7 The ARU and RUPA shall jointly recruit a National Player Development Manager for the sole purpose of administering the Career Training Scheme for and on behalf of the Committee. The National Player Development Manager will be nominally employed by RUPA for the purpose of employment related entitlements. However the National Player Development Manager's terms and conditions of employment shall be agreed upon between RUPA and the ARU and he/she shall report jointly to both the ARU and RUPA.
- 15.8 The Parties acknowledge and agree that a sum of money equal to one-half of the costs attributable to the engagement of the National Player Development Manager will be paid out of the total money set aside under clause 15.4. The other half will be contributed by the ARU by way of additional funds.
- 15.9 In addition to the payments set out in clause 15.4 the Committee shall have the authority to bind the ARU in relation to grants it makes to Players to assist with the pursuit of tertiary education, vocational education, on the job training programs, and retirement related issues provided that in so doing the maximum amount of financial assistance the ARU shall be required to contribute for this purpose in respect of 2005 grants is \$280,000. Increases in each year of the Term will be calculated on the basis of CPI or such other amounts as the Parties agree in writing. For this purpose the Committee shall establish a Training and Education Retirement Fund and devise criteria upon which Players and retiring Players may become eligible to receive financial assistance.
- 15.10 The Parties acknowledge that the amounts specified in clauses 15.4 and 15.9 will, subject to clause 15.5, be the total amount payable by the ARU. To remove any doubt, the amounts specified in clauses 15.4 and 15.9 are inclusive of any taxes, charges, fees, penalties or other amounts payable in relation to those amounts including, without limitation, any fringe benefits tax payable by the ARU but will not include GST.
- 15.11 Any funds received by the ARU from any government authority in relation to Certificate III in Sport level (or such other equivalent level as may be established

by the Australian Qualifications Framework from time to time) training will be reinvested into the Career Training Scheme.

16 Testimonial Program

- 16.1 RUPA and the Rugby Bodies agree, by 30 June 2005, to investigate the prospect of introducing a testimonial program (which may include dinners and similar functions) to be organised and administered under the supervision of the Rugby Bodies in respect of the retirement or impending retirement from professional rugby of appropriately senior Players who have provided loyal service to the game.

17 Introduction of change

- 17.1 Each Rugby Body agrees that where any one of the Rugby Bodies makes a definite decision to introduce major changes in connection with its business and undertaking which will be likely to have a significant effect on Players, the Rugby Body or Rugby Bodies (as the case may be) must notify RUPA in writing immediately.
- 17.2 In clause 17.1 “significant effect” means changes to the rules and by-laws of the Rugby Bodies where those changes will affect Players and changes to the rules and by-laws of the Super Tournament and Tri-Nations Tournament where those changes will affect Players.
- 17.3 Each Rugby Body must confer with RUPA in relation to the introduction of any proposed changes referred to in clause 17.1, the effect that such changes are likely to have on Players and measures to avert or mitigate the adverse effects of such changes on Players and each Rugby Body must give prompt consideration to matters raised by RUPA in response to such proposed changes.
- 17.4 The discussions must commence as early as practical after the Rugby Body or Rugby Bodies make a definite decision to introduce any changes referred to in clause 17.1 but in any event before such changes are implemented.
- 17.5 For the purposes of such discussions, the Rugby Body or Rugby Bodies must provide in writing to RUPA information about the changes including the nature of the changes proposed and the expected effects on Players.

18 Regular meetings

- 18.1 The Chief Executive Officer of each Rugby Body or their nominee will meet with a representative of RUPA on a quarterly basis (or at intervals as otherwise agreed in writing by the Parties) to discuss Player issues.
- 18.2 The Executive Committees of RUPA and the ARU will meet once every six (6) months alternating between the premises of RUPA and the ARU. The ARU will reimburse RUPA the reasonable expenses involved in the RUPA Executive Committee attending such meetings.

19 Entry of new team(s)

- 19.1 The Parties recognise that a further Australian Rugby team or teams may be introduced to the Super Tournament during the period of operation of this Agreement.
- 19.2 The Parties agree and acknowledge that any payments made to a further Rugby team or teams as referred to in clause 19.1 will be included within the calculation of the payments the Rugby Bodies are required to make under clause 8 of this Agreement.
- 19.3 The ARU or the Rugby Body responsible for the administration of a new team or teams must employ Players in accordance with clause 7.

20 Anti-collusion

No Rugby Body, its employees or agents, shall enter into any agreement or arrangement, express or implied with any other Rugby Body, its employees or agents, to restrict or limit an individual Rugby Body on whether to negotiate or not to negotiate with any Player.

21 Draft system

The Rugby Bodies hereby covenant and warrant that during the Term they will not, without the written consent of RUPA, introduce any rules, by-laws, schemes, arrangements, systems of operation or the like that have the effect of enabling the Rugby Bodies to transfer, draft or require a Player to play in a State or Territory of Australia other than the one in which he is domiciled, other than in accordance with the terms of the Standard Player Contract, Short-Term Player Contract, Standard Rookie Contract or Academy Contract.

22 Player Agent accreditation scheme

- 22.1 The Rugby Bodies and RUPA agree that a compulsory Player Agent accreditation scheme will be established.
- 22.2 The structure, terms and operation of the Player Agent accreditation scheme is to be consistent with the proposals previously discussed between RUPA and the ARU in 2003 and 2004. Any amendments to this structure are to be implemented by agreement in writing between RUPA and the Rugby Bodies.
- 22.3 The Player Agent accreditation scheme, once implemented, is to be known as the "RUPA Player Agent Accreditation Scheme".
- 22.4 Once implemented, the RUPA Player Agent Accreditation Scheme is to be administered and funded by RUPA on a day to day basis.

23 Disclosure

- 23.1 The Rugby Bodies must within twenty-one (21) days of receiving a written request by RUPA provide to RUPA an auditor's letter to establish that the payments required to be made under this Agreement by the Rugby Bodies have been made. RUPA may only make such a written request twice yearly.
- 23.2 RUPA may in any given year during the Term appoint an auditor of its choice and at its cost to audit the accounts of any one or all of the Rugby Bodies for the purposes of establishing that the payments referred to in this Agreement have been made. The Rugby Bodies shall provide such documentation reasonably required by the auditor for the purpose of carrying out the audit of the accounts.
- 23.3 Following the execution of this Agreement, where a Player in writing authorises the relevant Rugby Body to do so, the Rugby Body will, within twenty-eight (28) days of entering into an employment contract with a Player, notify RUPA in writing of the Player's name and address.
- 23.4 If authorised in writing by each relevant Player, a representative of RUPA may inspect copies of the contracts of Players who are members of RUPA. Inspections may take place quarterly, however, a Player's contract may only be inspected once annually. Inspections are to only be by prior appointment and are to take place at the premises of the relevant Rugby Body. RUPA and its representatives will not have access to the remuneration figures contained in any Player's contract.

24 Disputes

- 24.1 On or before 31 January in each year during the Term each of the Parties will nominate two (2) arbitrators to create a total of ten (10) arbitrators (**the Panel**).
- 24.2 Subject to clause 24.3, if any Dispute arises between any of the Parties during the Term concerning the construction of, application of, or compliance by any Party in respect of any matter arising from this Agreement (**the Dispute**), the Dispute must be dealt with in the following manner:
- (a) A Party claiming that a Dispute has arisen must give written notice of the Dispute to the other Party/Parties specifying the nature of the Dispute;
 - (b) The Dispute must first be discussed between the relevant Parties within fourteen (14) days of the written notice being given;
 - (c) If the Dispute remains unresolved for a period of seven (7) days following the conclusion of the meeting, any relevant Party may refer the Dispute for arbitration under the Commercial Arbitration Act 1984 (NSW);
 - (d) An arbitrator must be appointed from the Panel by agreement between the relevant Parties within seven (7) days;
 - (e) In the event the Parties cannot agree on an arbitrator, an arbitrator from the Panel shall be appointed by the President of the Law Society of New South Wales;
 - (f) Within seven (7) days of acceptance of his or her appointment, the arbitrator must indicate to the relevant Parties his or her view on whether

the Dispute is capable of resolution by arbitration within a period of thirty (30) days;

- (g) If it is the arbitrator's view that the Dispute is capable of resolution by arbitration within thirty (30) days, the arbitrator is to arbitrate the Dispute in accordance with the Arbitration Guidelines of the Australian Commercial Disputes Centre which are deemed to be incorporated into this Agreement;
- (h) Each Party must respect the confidentiality of the documents and information provided in the arbitration proceedings. No information acquired nor the existence of the arbitration proceedings must be disclosed to other Person except with the prior written consent of the Parties;
- (i) A Party must not commence any legal action relating to the Dispute before the Dispute has been arbitrated in accordance with this clause 24;
- (j) If the Dispute is not resolved by arbitration within thirty (30) days, any relevant Party may institute proceedings in a Court of competent jurisdiction;
- (k) If it is the arbitrator's view that the Dispute is not capable of resolution by arbitration within thirty (30) days, any relevant Party may institute proceedings in a Court of competent jurisdiction; and
- (l) Any costs incurred by any arbitrator under this clause 24 will be paid equally by the relevant Parties.

24.3 This clause 24 will at all times be subject to the right of a Party to make application for injunctive or interim relief from the Federal Court of Australia or the Supreme Court of an Australian State or Territory.

24.4 The Parties agree that the existence or nature of any Dispute dealt with under this clause 24 is confidential and the Parties undertake not to divulge information concerning the Dispute to any third party unless otherwise agreed in writing.

25 Continuation of this Agreement

25.1 The continuation of this Agreement is subject at all times to there being no Material Adverse Change to the ARU's financial arrangements. For the purpose of this clause 25, "Material Adverse Change" means a reduction of twenty-five percent (25%) or more of the Gross Player Revenue received or receivable by the Rugby Bodies in any twelve (12) month period when compared with the same twelve (12) month period the previous year.

25.2 In the event a Material Adverse Change does occur, then the obligations of the Rugby Bodies set out in clauses 5, 8, 9 and 15 of this Agreement and clauses 3.1, 4.3(c) and 4.4(b) of Schedule B to this Agreement will suspend on two (2) months notice in writing to RUPA. The Rugby Bodies acknowledge that in these circumstances they will still have contractual obligations to Players.

25.3 In the event a Material Adverse Change does occur and in a subsequent year the financial arrangements of the ARU return to the position they were in prior to the occurrence of the Material Adverse Change, then the obligations of the ARU under this Agreement will resume.

- 25.4 The continuation of this Agreement is subject at all times to RUPA continuing to represent the professional, industrial and employment interests of Players. In the event that RUPA no longer represents the professional, industrial and employment interests of Players, then the Rugby Bodies may, at their election, terminate the operation of any of clauses 5, 6, 11, 12.2, 12.3, 13.4, 13.6, 13.8, 13.10, 14, 15, 16.1, 17, 18, 21, 22, 23, 26 and 27, and any other clause or aspect of this Agreement (including the Schedules) which involve a reference or obligation to RUPA, on two (2) months notice in writing to RUPA. The Rugby Bodies acknowledge that in these circumstances they will still have contractual obligations to Players and that the remaining clauses of this Agreement will continue to have effect.
- 25.5 For the purposes of clause 25.4, RUPA will no longer represent the professional, industrial and employment interests of Players if:
- (a) RUPA ceases to be incorporated pursuant to the Associations Incorporation Act 1984 (NSW) or any similar statute or a company incorporated under the Corporations Law;
 - (b) an industrial union registered under any State, Territory or Federal legislation:
 - (1) enters into an agreement with any Rugby Body or any Player which governs the terms and conditions of:
 - (A) more than fifty percent (50%) of all Players; or
 - (B) one hundred percent (100%) of Players in any one State or Territory; or
 - (2) becomes a party to an award or other industrial instrument under any State, Territory or Federal legislation which governs the terms and conditions of:
 - (A) more than fifty percent (50%) of all Players; or
 - (B) one hundred percent (100%) of Players in any one State or Territory;
 - (c) the financial membership of RUPA falls below fifty percent (50%) of Players; or
 - (d) by vote of the Players (conducted in accordance with fair principles by a suitably qualified independent organisation), fewer than fifty percent (50%) of Players who voted indicate that RUPA has their full confidence and support.

26 New agreement

- 26.1 At least three (3) months prior to the expiration of this Agreement the Parties shall commence negotiations for the entering into of a new Collective Bargaining Agreement to replace this Agreement upon its expiry.
- 26.2 In the event that the Parties do not enter into a new Collective Bargaining Agreement to replace this Agreement upon its expiry then the Parties shall be deemed to have entered into a further Collective Bargaining Agreement on the

same terms and conditions as those contained in this Agreement for the period 31 January 2009 to 31 January 2016 (**the New Term**) other than for this clause 26 and the following:

- (a) the payments to RUPA referred to in clause 5 shall remain at the amount applied during 2008 increased by CPI for each year of the New Term commencing in 2009;
- (b) the payments to Players referred to in clause 8 shall remain at no less than \$26,500,000 or twenty-six percent (26%) of the total combined Gross Player Revenue of the Rugby Bodies for the immediately preceding financial year (whichever is the greater) for the New Term save that the amount of \$26,500,000 shall be increased by CPI for each year of the New Term commencing in 2009;
- (c) the payments referred to in clause 15.4 for the Career Training Scheme shall remain at the amount applied during 2008 increased by CPI for each year of the New Term commencing in 2009;
- (d) the minimum payments referred to in clause 3.1(a) of Schedule B to this Agreement shall remain at the amount applied during 2008 increased by CPI for each year of the New Term commencing in 2009; and
- (e) the annual leave and rest provisions will continue as set out in clause 7.3 of Schedule B, except for the year in which the RWC occurs (anticipated to be 2011). Annual leave and rest provisions for the year in which the RWC occurs shall be agreed by the Parties no later than 1 January in the year of the RWC and, in the event the Parties cannot agree, then the annual leave and rest provisions for 2007 as set out in clause 7.4 of Schedule B will apply.

27 Notification of Squads

- 27.1 On or before 1 November in each year of the Term, each State Union shall use its best endeavours to finalise its senior representative squad for the following year and provide to the ARU and RUPA a finalised list of that squad.

28 Miscellaneous

- 28.1 Each Party agrees to do all things that may be necessary or desirable to give full effect to every part of this Agreement if requested in writing by any other Party to do so.
- 28.2 Neither the rights nor the obligations of any Party under this Agreement may be assigned, transferred, subcontracted or otherwise disposed of, in whole or in part, without prior written consent of the other Parties, which consent must not be unreasonably withheld.
- 28.3 No waiver by any Party of any default in the strict and literal performance of or compliance with any provision, condition or requirement of this Agreement is to be deemed to be a waiver of the strict and literal performance of and compliance with any other provision, condition or requirement in the future nor will any delay

or omission of any Party to exercise any right in any manner impair the exercise of any such right accruing to such Party thereafter.

28.4 Any notice, demand or other communication (**Notice**) to be given or required to be made pursuant to this Agreement which is required to be given in writing must be given by post, facsimile or hand to a Party at the Party's address as follows:

(a) **Australian Rugby Union Limited**

Level 7, Australian Rugby House
181 Miller Street,
North Sydney NSW 2059
Fax No. 02 9955 3299

(b) **New South Wales Rugby Union Limited**

Gold Members' Car Park,
Aussie Stadium,
Driver Avenue,
Moore Park NSW 2021
Fax No. 02 8354 3399

(c) **Queensland Rugby Union Limited**

231 Butterfield Street
Herston, Queensland 4006
Fax No. 07 3856 6333

(d) **Australian Capital Territory and Southern New South Wales Rugby Union Ltd**

Austin Street
Griffith ACT 2603
Fax No. 02 6260 8591

(e) **Western Australian Rugby Union Inc.**

PO Box 146
Floreat WA 6014
Fax No 08 9387 2804

(f) **Rugby Union Players' Association Incorporated**

Level 22, 25 Bligh Street
Sydney NSW 2000
Fax No. 02 9230 0489

or at such other address or facsimile number as is notified by one Party to the other Parties.

A Notice is deemed to be given or served:

- (a) when sent by pre-paid post, on the second Business Day following the day on which it was posted;
- (g) when transmitted by facsimile during the normal business hours on a Business Day, on that day or in any other case of transmission by facsimile on the Business Day following the day of transmission; or

- (h) when delivered by hand during normal business hours on a Business Day on that day, or in any other case of hand delivery on the Business Day following the day of delivery.
- 28.5 If any provision of this Agreement is invalid, illegal or unenforceable in any respect the validity, legality and enforceability of the remaining provisions will not be affected and such invalid, illegal or unenforceable provision is to be severed from this Agreement.
- 28.6 This Agreement is governed by and construed in accordance with the laws of the State of New South Wales and the Parties irrevocably submit to the jurisdiction of the courts of that State.
- 28.7 This Agreement may be executed in any number of counterparts, each of which when executed by all the Parties and delivered will be deemed to be an original.
- 28.8 For the purposes of clause 28.7, delivery of this Agreement by the State Unions will be effective on the exchange of a copy or copies, electronic or otherwise, of an executed counterpart of this Agreement excluding Schedules A – F with the proviso that any Party delivering the Agreement pursuant to this clause undertakes to deliver the original executed counterpart (including Schedules A – F) within sixty (60) days of the delivery of the relevant copy.
- 28.9 No part of this Agreement may be amended or modified unless reduced to writing making specific reference to this Agreement and executed by the Parties.
- 28.10 This Agreement sets out the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and representations.

Executed as an agreement:

Signed for
Australian Rugby Union Limited
by its representative
in the presence of:

Witness

Representative

Name (please print)

Name (please print)

Signed for
New South Wales Rugby Union Limited
by its representative
in the presence of:

Witness

Representative

Name (please print)

Name (please print)

Signed for
Queensland Rugby Union Limited
by its representative
in the presence of:

Witness

Representative

Name (please print)

Name (please print)

Signed for
Australian Capital Territory and Southern New South Wales Rugby Union Ltd
by its representative
in the presence of:

Witness

Representative

Name (please print)

Name (please print)

Signed for
Western Australian Rugby Union Inc.
by its representative
in the presence of:

Witness

Representative

Name (please print)

Name (please print)

Signed for and on behalf of
Rugby Union Players' Association Incorporated

President

Signature of Witness

Chief Executive Officer

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Schedule A - Use of Players' Images and Signatures

1 Prior Sponsorship Agreements

- 1.1 The Parties acknowledge and agree that if the provisions set out in this Schedule A conflict with or are contrary to the obligations of a Rugby Body under its existing sponsorship and licensing agreements then such existing obligations will have priority and precedence over the obligations contained in this Agreement until such time as those agreements have expired, been varied or terminated whichever is the earlier.
- 1.2 The Rugby Bodies undertake to notify RUPA of any sponsorship or licensing obligations in existence at the date this Agreement is signed the terms of which are inconsistent with this Agreement.
- 1.3 The Rugby Bodies warrant that all new sponsorship and licensing agreements entered into by the Rugby Bodies from the date of this Agreement will not conflict with or inhibit them from carrying out the obligations of the Rugby Bodies in this Agreement.

2 Nomination of Special Rights Sponsors

- 2.1 The ARU shall nominate, within twenty eight (28) days of the date of this Agreement, up to four (4) ARU Special Rights Sponsors who fall within the following categories:
 - (a) naming rights sponsor of the Wallaby Team;
 - (b) naming rights sponsor of the Super Tournament;
 - (c) naming Rights Sponsor of a Test/International series; and
 - (d) apparel sponsor and licensee.
- 2.2 The State Unions shall each nominate, within twenty-eight (28) days of the date of this Agreement, two (2) State Union Special Rights Sponsors.
- 2.3 Each calendar year:
 - (a) the ARU may nominate up to four (4) ARU Special Rights Sponsors to replace any or all of the existing four (4) ARU Special Rights Sponsors nominated within twenty-eight (28) days of this Agreement;
 - (b) each State Union may nominate up to two (2) State Union Special Rights Sponsors to replace any two (2) State Union Special Rights Sponsors nominated within twenty-eight (28) days of the date of this Agreement.
- 2.4 For the purposes of clarity, each State Union has the right to direct any Player employed by that State Union to participate in any marketing, promotional or Licensing Activity of an ARU Special Rights Sponsor.

3 Use of Players' Images by ARU Special Rights Sponsors

- 3.1 Subject to this clause 3, the Players give their consent to each ARU Special Rights Sponsor using their Image for Print Media Advertising Promotions and also for use on such Special Rights Sponsor's website(s), during the term of a Player's Contract and continuing for one (1) year following the termination of that contract, provided that such use is in the context of being a player in the game of Rugby and it captures the player in a non-staged action shot, i.e. playing, training, travelling to or from a Match, engaging in pre and post Match activities or wearing team uniform.
- 3.2 Where, in accordance with clause 3.1 of this Schedule:
- (a) a Player's Image is used by an ARU Special Rights Sponsor;
 - (b) the promotion features only one Player; and
 - (c) the promotion uses the Image of a Player other than in a non-staged action shot, i.e. playing, training, travelling to or from a Match, engaging in pre and post Match activities or wearing team uniform;
- that Player is entitled to seek and receive a Talent Fee or some other form of consideration as agreed between the Player and the ARU Special Rights Sponsor.
- 3.3 The ARU Special Rights Sponsors may use an Image in any other form or medium including but not limited to television, radio, digital services, billboards and transport advertising services provided that the use of such Image is in a group of four (4) or more Players and provided such use does not suggest that one Player in the relevant group is endorsing the product to a greater extent than other Players in the group and the use is the context of playing the game i.e. playing, training, travelling to or from a Match, engaging in pre and post Match activities or wearing team uniform. This right will apply during the term of a Player's Contract and continue for two (2) years following the termination of that contract.
- 3.4 Subject to this clause 3 and clause 17 of this Schedule, the ARU Special Rights Sponsors may not, without the consent of and agreement to pay a Talent Fee to the relevant Player, use an Image in any other form or medium including but not limited to television, radio, digital services, billboards and transport advertising services.
- 3.5 The ARU shall use reasonable endeavours to ensure that during each year of the Term or of any New Term the use of an Image by ARU Special Rights Sponsors is reasonably spread across Wallaby Players.
- 3.6 For the purposes of this clause 3:
- (a) a Player is not required to be individually identifiable in order to form part of a group of four (4) or more Players; and
 - (b) the use by an ARU Special Rights Sponsor of an image will be considered to satisfy clause 3.3 if the advertisement or promotion viewed as a whole features the Image of four (4) or more Players jointly or separately. For example, clause 3.3 will be satisfied if:
 - (1) a television advertisement features four (4) separate Images in the duration of the commercial; or

- (2) a newspaper or magazine advertisement features four (4) separate Images on the one page or facing pages.

4 Use of Players' Images by State Union Special Rights Sponsors

- 4.1 Subject to this clause 4, the Players give their consent to the State Union Special Rights Sponsors to use their Image for Print Media Advertising Promotions and also for use on such Special Rights Sponsor's website(s), during the term of a Player's Contract and continuing for one (1) year following the termination of that Player's Contract provided that such use is in the context of being a player in the game of Rugby and it captures the player in a non-staged action shot, i.e. playing, training, travelling to or from a Match, engaging in pre and post Match activities or wearing team uniform.
- 4.2 Where, in accordance with clause 4.1 of this Schedule:
- (a) a Player's Image is used by an State Union Special Rights Sponsor;
 - (b) the promotion features only one Player; and
 - (c) the promotion uses the Image of a Player other than in a non-staged action shot, i.e. playing, training, travelling to or from a Match, engaging in pre and post Match activities or wearing team uniform;
- that Player is entitled to seek and receive a Talent Fee or other some other form of consideration as agreed between the Player and the State Union Special Rights Sponsor.
- 4.3 The State Union's Special Rights Sponsors may use an Image in any other form or medium including but not limited to television, radio, digital services, billboards and transport advertising services provided that the use of such Image is in a group of four (4) or more Players and provided such use does not suggest that one Player in the relevant group is endorsing the product to a greater extent than other Players in the group and the use is the context of playing the game i.e. playing, training, travelling to or from a Match, engaging in pre and post Match activities or wearing team uniform. This right will apply during the term of a Player's Contract and continue for two (2) years following the termination of that contract.
- 4.4 Subject to this clause 4 and clause 17 the State Union Special Rights Sponsors may not, without the consent of and agreement to pay a Talent Fee to the relevant Player, use an Image in a group of less than four (4) Players in any other form or medium including but not limited to television, radio, digital services, billboards and transport advertising services.
- 4.5 A Rugby Body shall use reasonable endeavours to ensure that during each year of the Term or of any New Term the use of an Image by State Union Special Rights Sponsors is reasonably spread across the relevant State Union team's Players.
- 4.6 For the purposes of this clause 4:
- (a) a Player is not required to be individually identifiable in order to form part of a group of four (4) or more Players; and
 - (b) the use by a State Union Special Rights Sponsor of an image will be considered to satisfy clause 4.3 if the advertisement or promotion viewed

as a whole features the Image of four (4) or more Players jointly or separately. For example, clause 4.3 will be satisfied if:

- (1) a television advertisement features four (4) separate Images in the duration of the commercial; or
- (2) a newspaper or magazine advertisement features four (4) separate Images on the one page or facing pages.

5 Use of Players' Images by ARU Non-Special Rights Sponsor

- 5.1 Subject to clauses 7 and 17 of this Schedule, ARU Non-Special Rights Sponsors cannot use an Image in a group of less than four (4) Players without first obtaining the consent of the relevant Player and, if required by the Player, payment of a Talent Fee. Once consent is obtained, the Non-Special Rights Sponsor may use an Image for two (2) years after the retirement of the last Player in the group (or if there is only one (1) Player for two (2) years after the retirement of that Player), provided that such use is in the context of being a player in the game of Rugby and it captures the player in a non-staged action shot, i.e. playing, training, travelling to or from a Match, engaging in pre and post Match activities or wearing team uniform and such use does not suggest that one Player in the relevant group is endorsing a product to a greater extent than other Players in the group.
- 5.2 Prior to an ARU Non-Special Rights Sponsor using an Image in a group of four (4) or more Players the ARU must first have taken reasonable steps to notify any Player whose facial features are clearly identifiable in the relevant promotional activity.
- 5.3 The ARU shall use reasonable endeavours to ensure that during the Term or any New Term no one Player will be consistently featured by ARU Non-Special Rights Sponsors in groups of four (4) or more Players.
- 5.4 For the purposes of this clause 5:
- (a) a Player is not required to be individually identifiable in order to form part of a group of four (4) or more Players; and
 - (b) the use by an ARU Non-Special Rights Sponsor of an image will be considered to satisfy clause 5.2 if the advertisement or promotion viewed as a whole features the Image of four (4) or more Players jointly or separately. For example, clause 5.2 will be satisfied if:
 - (1) a television advertisement features four (4) separate Images in the duration of the commercial; or
 - (2) a newspaper or magazine advertisement features four (4) separate Images on the one page or on facing pages.

6 Use of Players' Images by State Union Non-Special Rights Sponsor

- 6.1 Subject to clauses 7 and 17, a State Union Non-Special Rights Sponsor cannot use an Image in a group of less than four (4) Players without first obtaining the consent of the relevant Player and, if required, payment of a Talent Fee. Once consent is obtained, the State Union Non-Special Rights Sponsor may use an Image for two (2) years after the retirement of the last Player in the group (or if there is only one (1) Player for two (2) years after the retirement of that Player), provided that such use is in the context of being a player in the game of Rugby and it captures the player in a non-staged action shot, i.e. playing, training, travelling to or from a Match, engaging in pre and post Match activities or wearing team uniform and such use does not suggest that one Player in the relevant group is endorsing a product to a greater extent than other Players in the group.
- 6.2 Prior to a State Union Non-Special Rights Sponsor using an Image in a group of four (4) or more Players the Rugby Body must first have taken reasonable steps to notify any Player whose facial features are clearly identifiable in the relevant promotional activity.
- 6.3 The Rugby Bodies shall use reasonable endeavours to ensure that during the Term or any New Term no one Player will be consistently featured by State Union Non-Special Rights Sponsors in a group of four (4) or more Players.
- 6.4 For the purposes of this clause 6:
- (a) a Player is not required to be individually identifiable in order to form part of a group of four (4) or more Players; and
 - (b) the use by an ARU Non-Special Rights Sponsor of an image will be considered to satisfy clause 6.2 if the advertisement or promotion, viewed as a whole, features the Image of four (4) or more Players jointly or separately. For example, clause 6.2 will be satisfied if:
 - (1) a television advertisement features four (4) separate Images in the duration of the commercial; or
 - (2) a newspaper or magazine advertisement features four (4) separate Images on the one page or on facing pages.

7 Use of Players' Images in a Series or Collection

- 7.1 Non-Special Rights Sponsors of the Rugby Bodies can use an individual Image for endorsing or promoting their business undertaking where the use of that Image for endorsement or promotion is one in a series or collection provided thirty percent (30%) of the net revenues received in respect of the series or collection by the Rugby Body from the Sponsor is shared equally amongst the Players whose Image is used. In such circumstances, the revenues received by a Rugby Body will not be included in the calculation of Gross Player Revenue for the purposes of clause 8 of the Agreement.

- 7.2 Subject to clauses 3 and 4 of this Schedule, a Special Rights Sponsor of a Rugby Body may use an individual Image for endorsing or promoting its business undertakings where the use of that Image for endorsement or promotion is one in a series or collection, provided such Rugby Body first notifies RUPA of such a series or collection and takes into consideration any reasonable comments of RUPA, the promotion does not suggest an individual endorsement by the Player and that the Player is provided with a nominal sample of the product or products of the relevant sponsor free of charge.
- 7.3 In the event of a dispute between a Rugby Body and RUPA in relation to a matter under this clause 7, the Parties agree to appoint an independent arbitrator to resolve the issues in the manner envisaged by clauses **Error! Reference source not found.** and **Error! Reference source not found.** of the Agreement. The procedure for the arbitration is to be agreed upon between the parties, or failing agreement, by the arbitrator. The decision of the arbitrator is to be final and binding on the parties.
- 7.4 The costs of any arbitration under clause 7.3 of this Schedule will be shared equally between the RUPA and the Rugby Body (or Rugby Bodies) involved in the dispute. RUPA's share of the costs of any arbitration shall be deducted from the amount payable to the Players under this clause 7.
- 7.5 RUPA agrees to indemnify and hereby indemnifies each Rugby Body jointly and severally against any claim made with respect to payments made under clause 7.4 of this Schedule.

8 Nomination of Protected Sponsors

- 8.1 The ARU shall nominate in writing to RUPA within twenty-eight (28) days of the date of this Agreement eight (8) ARU Protected Sponsors.
- 8.2 The ARU may nominate in writing to RUPA by 28 February in each year of the Term up to an additional two (2) ARU Protected Sponsors (bringing the maximum number of ARU Protected Sponsors to ten (10)) if such two (2) additional ARU Protected Sponsors each contribute a minimum amount of \$475,000 each in cash and/or contra to the ARU.
- 8.3 Each calendar year the ARU may nominate up to eight (8) ARU Protected Sponsors to replace the existing eight (8) ARU Protected Sponsors nominated at the date of this Agreement or subsequently.
- 8.4 Each calendar year the ARU may nominate up to two (2) additional ARU Protected Sponsors provided:
- (a) such two (2) additional ARU Protected Sponsors contribute a minimum amount of \$475,000 each in cash and/or contra; and
 - (b) there remain no more than ten (10) ARU Protected Sponsors in total.
- 8.5 The State Unions shall each nominate in writing to RUPA within twenty-eight (28) days of the date of this Agreement four (4) State Union Protected Sponsors.
- 8.6 Each calendar year each State Union may nominate up to four (4) State Union Protected Sponsors to replace the existing four (4) State Union Protected Sponsors nominated by each of them at the date of this Agreement.

9 Notification

- 9.1 The ARU and State Unions shall, as a matter of courtesy, make reasonable efforts to provide a Player with notice of the use of his Image by any sponsor prior to the use of the Image.

10 Use of Image by Players

- 10.1 The Parties agree that a Player may use his own Image to promote goods and services provided that such use:
- (a) does not conflict with the business undertakings of the ARU, the State Union to whom the Player is contracted, the Protected Sponsors of the ARU or the Protected Sponsors of the State Union to whom the Player is contracted;
 - (b) is not prejudicial to Australian Rugby;
 - (c) does not use any of a Rugby Body's intellectual property (including but not limited to the use of Image in the context of the playing strip or other uniform of a Rugby Body) without the prior written consent of the Rugby Body; and
 - (d) does not include any term or provision in any way limiting, restricting or preventing the Player from participating in any sponsorship, promotional or marketing agreement as directed by a Rugby Body at any time during the term of the Player's employment with a Rugby Body.
- 10.2 A Player who is a capped Wallaby may use his own Image to promote goods and services and use the official designation "Wallaby" (but not any other intellectual property of the Rugby Bodies) provided that:
- (a) the ARU has been advised in writing by the Player (or their authorised representative) of the details of the promotion as well as the context in which the designation will be used;
 - (b) the ARU has given permission in writing to the Player for the promotional activity; and
 - (c) the value of the promotional activity and associated sponsorship to the Player is at least \$25,000 and this has been confirmed to the ARU in writing by the relevant sponsor of the Player prior to the promotion becoming public.
- 10.3 A Player who is a capped member of a State Union's senior representative team may use his own Image to promote goods and services and use the official designation pertaining to a member of a State Union's senior representative team (such as New South Wales Waratah, Queensland Red or ACT Brumby) (but not any other intellectual property of the Rugby Bodies) provided that:
- (a) the relevant State Union has been advised by the Player (or their authorised representative) of the details of the promotion as well as the context in which the designation will be used;

- (b) the relevant State Union has given permission in writing to the Player for the promotional activity; and
 - (c) the value of the promotional activity and associated sponsorship to the Player is at least \$15,000 and this has been confirmed to the relevant State Union in writing by the relevant sponsor of the Player prior to the promotion becoming public.
- 10.4 Subject to the terms of the individual Player Contract, Players do not need to seek a Rugby Body's consent for personal promotional activities where the Rugby Body's intellectual property is not used and the promotion is not in conflict with or competitive with the business undertaking of the Protected Sponsors of the ARU or of the relevant State Union to which the Player is contracted.

11 Use of Players' Images by Rugby Bodies

- 11.1 At all times and notwithstanding anything else in this Agreement including this Schedule A, the ARU and the State Unions have unlimited use of Images for the purpose of promoting the Rugby Bodies or any competition in which the Players are required to participate without the need for consent of or payment to the Player, RUPA or any Related Entity.

12 Marketing Contracts

- 12.1 The Rugby Bodies acknowledge that some Players may wish to assign or license their rights in the use of their Image and Signature to a separate entity.
- 12.2 Should a Player wish to assign or license such rights, the terms of any such assignment must first be agreed upon by the Player wishing to assign or license and the relevant Rugby Body or Bodies subject at all times to the requirement that a Player may only assign or license such rights to a Related Entity to the Player. Agreement by the relevant Rugby Body shall not be unreasonably withheld.
- 12.3 Where consent from the relevant Player is required for use of the Player's Image or Signature, and such rights have been assigned or licensed to a Related Entity of a Player in accordance with clause 12.2, the Rugby Bodies agree to seek consent to such use from the relevant Related Entity on terms agreed to between that Related Entity and the Rugby Body provided that:
- (a) Players can establish that the assignment or licence will not be interpreted by the Australian Taxation Office or any other regulatory body to be in breach of the anti-avoidance provisions of the Income Tax Assessment Act or create any other exposures to the Rugby Body; and
 - (b) Players agree to follow reasonable criteria set down by the Rugby Bodies and agreed to by RUPA governing the administration of such an arrangement.

13 Use of Players' Signatures for Licensing and Memorabilia

- 13.1 A Rugby Body may use a Signature for any Licensing Activity provided that the Rugby Body has obtained the consent of the relevant Player for each such Licensing Activity, which consent will not be unreasonably withheld.
- 13.2 A Player is deemed to have already given his consent for the use of his Signature on the following range of products produced now or in the future by the Rugby Bodies, or any of them, or their licensees or sponsors, pursuant to Licensing Activities: limited edition signed memorabilia jerseys, clothing (other than rugby jerseys), sporting calendars, footballs, mugs, photographs, lithographs, artistic works which include composite photographic images and trading cards.
- 13.3 Any requests for a Player's consent to use a Signature in relation to team based products for Licensing Activities other than those referred to in clause 13.2 above will be made in writing by a Rugby Body to RUPA.
- 13.4 RUPA acknowledges that RUPA has ten (10) business days from the date the request is made by the relevant Rugby Body in which to grant or refuse consent to the use of the Player's Signature. Should a response not be received by this time, consent will be deemed to have been given.
- 13.5 In relation to gross payments received by a Rugby Body in respect of direct monetary receipts on a per item basis from any Licensing Activity involving the use of a Signature:
- (1) the Rugby Body will provide those Players whose Signature is utilised in the relevant Licensing Activity with a total amount equivalent to forty five percent (45%) of the gross payments received by the Rugby Body such amount being paid pro rata to those Players participating in the Licensing Activity on a quarterly basis less any required taxation deductions;
 - (2) five percent (5%) of the gross payments received by the Rugby Body less any required taxation deductions will be paid to RUPA within seven (7) days of receipt by the Rugby Body. This payment is with respect to RUPA members only and does not apply to payments received by the Rugby Body in respect of non-RUPA members.
 - (3) RUPA agrees to indemnify and hereby indemnifies each Rugby Body jointly and severally against any claim made with respect to payments made to RUPA under this clause 13.5.
 - (4) the payments to Players whose Signatures are utilised will be made at a time consistent with payments due under the relevant Player's contract.
- 13.6 A Player must not assign or grant any rights in relation to their Signature other than those rights granted to a Rugby Body under this clause 13 and clause 16 of this Schedule or their contractual arrangements with the ARU and a Rugby Body. Further, a Player must not make any use of their Signature in a manner inconsistent with the rights granted to a Rugby Body under this Agreement.

14 Use of Players' Signature for State Union Charities, Schools, Sponsors and VIPs

14.1 The Parties agree that Players will sign for use by the State Union to which they are contracted a maximum of 330 Certified State Union jerseys and 100 full size rugby footballs per year.

14.2 The State Union signed Jerseys and footballs are to be distributed in accordance with the details set out in the following table:

State Union Schedule of Aggregate Numbers of Jerseys and Footballs

CATEGORY	CERTIFIED JERSEYS	BALLS
State Union Sponsors	100	-
STATE UNION OTHER USAGE (Clubs/Schools/VIPs etc))	100	100
VIP'S (3)	25	-
RUPA	5	
PLAYERS to a maximum of 100 in each calendar year	2 each per year per squad member up to a total of 100	-
TOTAL	330	100

15 Use of Players' Signature for ARU Charities, Schools, Sponsors and VIPs

15.1 The Parties agree that the Wallabies will sign for use by the ARU 400 Certified Wallaby Jerseys, 325 Uncertified Wallaby Jerseys and 125 footballs.

15.2 The ARU signed jerseys and footballs are to be distributed in accordance with the details set out the following table:

ARU Schedule of Aggregate Numbers of Jerseys and Footballs

CATEGORY	CERTIFIED	UNCERTIFIED	BALLS
ARU Sponsors	170	75	25
ARU OTHER USAGE (Clubs/Schools/VIPs etc)	125	100	100
RUPA	10		
PLAYERS	2 each per year per squad member up to a maximum of 100	3 each per year per squad member up to a maximum of 150	-

CATEGORY	CERTIFIED	UNCERTIFIED	BALLS
TOTAL	405	325	125

16 Signing of Materials by Players: General

- 16.1 Players will co-operate with the Rugby Bodies by not signing any other jerseys, footballs or other materials on a group or team basis, and will work with the Rugby Bodies and RUPA to minimise third parties obtaining signed materials other than by way of individual “doorstep” signatures.
- 16.2 The jerseys, footballs and any other material signed by Players on the basis of this Schedule are exclusive of any such products signed by Players for commercial memorabilia or licensing purposes under this Agreement.
- 16.3 Individual Players may sign jerseys, footballs and any other materials or use their signature for a promotional activity provided the Player seeks and obtains the written approval of the relevant Rugby Body. In determining whether to grant approval to such a request by an individual Player, a Rugby Body will have regard to relevant matters including whether the Player’s proposed activity:
- (a) relates to products or services competitive with those of Protected Sponsors, official suppliers or licensees (existing or under negotiation) of the ARU or the relevant State Union which have been nominated to RUPA from time to time;
 - (b) involves the disclosure of confidential or sensitive information or are critical of or prejudicial to the interests of the ARU, the relevant State Union or the game of Rugby;
 - (c) tends to bring the game into disrepute;
 - (d) conflicts or interfere with the Player’s obligations under the Player’s Contract;
 - (e) involves the use of any names, logos or other intellectual property of the ARU or the relevant State Union, in particular any official playing uniform; or
 - (f) includes any term or provision limiting, restricting or preventing the Player from participating in any sponsorship, promotional or marketing activity as directed by the ARU or the relevant State Union during the term of the Player’s employment with the ARU or the relevant State Union.

17 Use of Match footage

- 17.1 At all times, in addition to any other rights granted by way of this Schedule A or the Agreement and notwithstanding anything else in this Schedule A or the Agreement, a Rugby Body is entitled to grant to any sponsor, licensee or sub-licensee of a Rugby Body unlimited access to and use of in any form or medium Match footage for promotional or marketing purposes without the need for the

consent of, or payment of a Talent Fee, or any other fee, to Players, RUPA or any Related Entity.

- 17.2 A Rugby Body undertakes that for the purposes of this clause 17 it will use reasonable endeavours to ensure that Match footage used in accordance with clause 17.1 will not involve only one individual Player.

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Schedule B - Minimum terms and conditions of Player employment

1 Definitions

In this Schedule, unless the subject or the context otherwise requires:

- (a) **Active Rest** means Players participating in ongoing training as directed by a training schedule prepared by a Rugby Body during which period a Player can also be required to personally attend a maximum of two (2) Rugby Body supervised training sessions with or without other Players, such training sessions including anaerobic or aerobic conditioning and team skills work including on-field sessions but not contact training sessions or scrummaging.
- (b) **Home Game** means:
 - (1) for a Test Match, any Match played in Australia;
 - (2) for a Super Tournament Match, any Match played at the Player's Super Tournament team's home ground;
- (c) **Player Agent** means any Person entitled to and authorised to act as a Player Agent on behalf of a Player;
- (d) **RTA** means Restricted Training Activity and means all forms of training participated in by non Wallaby squad members other than activities of high impact including but not limited to scrummaging, tackling and contact training;
- (e) **Special Conditions** means any term or condition of employment agreed to be included in a Standard Player Contract, Short-Term Player Contract, Rookie Contract, or Academy Contract which is in respect of subject matter not the subject of this Agreement, the Standard Player Contract, the Short-Term Player Contract, the Rookie Contract or the Academy Contract;
- (f) **Team Meeting** means any meeting conducted by a Rugby Body in respect of the Senior Representative Team fielded by that Rugby Body;
- (g) **Test Match** means a Match played between a senior representative team of the ARU and the senior representative team representing a country other than Australia;
- (h) **Unsupervised Active Rest** means a Player participating in ongoing training or fitness sessions as directed by a training schedule prepared by a Rugby Body, but not attending specific training or fitness sessions; and
- (i) **Wallaby Tour** means an officially sanctioned Rugby tour by the senior representative Team of the ARU.

2 Application

The provisions of this Schedule will be applied by Rugby Bodies to each and every Player newly employed by the Rugby Bodies during the Term.

3 Remuneration and Entitlements

3.1 Guaranteed Remuneration

- (a) The Players contracted to each of the QRU, the ACTRU, the NSWRU and the WARU by way of a Standard Player Contract shall each receive an annual guaranteed amount of no less than \$49,500.00 per annum for 2005 such amount increasing by CPI during each subsequent year of the Term.
- (b) A maximum of five (5) Players may be contracted each year of the Term to each of the NSWRU, the QRU, the ACTRU or WARU on the terms and conditions set out in the Rookie Contract (Schedule E) and as set out in clause 4.4 of this Schedule in the year 2006 and the years thereafter.

3.2 No Payment In Kind

A Rugby Body must not set off against the minimum remuneration payable to a Player under sub-clause 3.1 of this Schedule the amount of any expense incurred by the Rugby Body in respect of the Player including without limitation, any expenses incurred by way of rent, board, accommodation, travel and other like matters.

3.3 Employment Records

Each Rugby Body must maintain in respect of each Player it employs records of:

- (a) the Player's name, and the pay received by the Player;
- (b) all deductions made from the Player's pay and the reasons for such deductions;
- (c) all Matches in which the Player played or for which he was a reserve;
- (d) any periods or Matches which the Player missed by reason of any injury, illness or ailment sustained by the Player arising out of or in the course of his employment with the Rugby Body; and
- (e) any superannuation contributions made for or on behalf of the Player.

3.4 Pay Slips

At the time of giving a Player his pay, the Rugby Body must give the Player notice in writing setting out:

- (a) the date of payment;
- (b) the period covered by the payment;
- (c) all Matches in which the Player played or was a reserve during that period;
- (d) any periods or Matches which the Player missed during that period by reason of any injury, illness or ailment sustained by the Player arising out of or in the course of his employment with the Rugby Body;

- (e) all deductions made from the Player's gross pay;
- (f) any superannuation contributions made for or on behalf of the Player; and
- (g) the Player's gross pay and the amount actually paid to the Player.

4 Standard Player Contract, Short-Term Player Contract, Rookie Contract and Academy Contract

4.1 Player Contract

Subject to the terms of the Agreement, any person employed or engaged by a Rugby Body must be employed or otherwise engaged on the terms and conditions set out in the Standard Player Contract, the Short-Term Player Contract, the Rookie Contract or the Academy Contract provided that a person and a Rugby Body may negotiate:

- (a) terms and conditions to be included in a person's contract which actually or potentially are more beneficial to the person than those established by this Agreement;
- (b) Special Conditions to be included in the person's contract which actually or potentially provide a benefit to the person in addition to those established by this Agreement or set out in the Standard Player Contract, the Rookie Contract or the Academy Contract;
- (c) the term of the person's contract; and
- (d) the amount of remuneration to be paid under the person's contract.

A Rugby Body may only employ a Player or engage an Academy Player in this manner.

4.2 Standard Player Contract

- (a) A Rugby Body who engages a Player under a Standard Player Contract on the amount specified in clause 3.1(a) of this Schedule in circumstances where the Player was not engaged under a Standard Player Contract prior to his engagement, will be engaged with effect from the later of:
 - (1) 1 October in the year in which he is engaged; or
 - (2) the date on which the contract is signed.
- (b) A Player contracted in accordance with clause 4.2(a) of this Schedule will be paid such that their annual guaranteed amount during the period from the date of their engagement until 31 December in the year of the engagement will be:
 - (1) fixed;
 - (2) payable in equal monthly portions; and
 - (3) calculated on a pro-rata basis by reference to the annual remuneration they will receive from 1 January the following year.

4.3 Short-Term Player Contract

- (a) Short-Term Player Contracts are to be used by a Rugby Body only for the purpose of employing a Player for a period involving up to four (4) Matches where there is a legitimate need to replace an injured Player or a Player who is absent due to Wallaby duties.
- (b) A Rugby Body may enter into a maximum of one (1) Short-term Player Contract with a Player during the same calendar year.
- (c) The remuneration for a Player employed under a Short-term Player Contract is to be \$2,000 for each Match in which the Player is part of the twenty-two (22) man playing squad in 2005. This remuneration is to be increased by CPI each year.
- (d) In the event a Rugby Body wishes to employ a Player beyond the period contemplated by clauses 4.3(a) or (b) or this Schedule then such employment must be on the terms and conditions of the Standard Player Contract and at the minimum remuneration set out in clause 3 of Schedule B of this Agreement. Any Match fees paid to a Player under clause 4.3(c) of this Schedule will be deemed to be incorporated (i.e. treated as if they have already been paid) into the Player's annual guaranteed remuneration amount under such Standard Player Contract.

4.4 Rookie Contract

- (a) The purpose of the Rookie Contract is to enable a Rugby Body to employ a Player who has not previously entered a Standard Player Contract with any of the Rugby Bodies in order to enable the Player to develop the skills and experience required to play in the Super Tournament on a regular basis.
- (b) Each State Union may employ a maximum of five (5) Players on a Rookie Contract at any one time each for a maximum period of twelve (12) months at a minimum payment of \$35,000.00 for 2005 increased by CPI each year.
- (c) Each State Union may offer to extend the term of a maximum of two (2) Rookie Contracts for a further period of twelve (12) months at the relevant minimum payment referred to at clause 4 of this Schedule.
- (d) For the purposes of clause 4.4(b) of this Schedule, where:
 - (1) a Player is originally engaged under a Rookie Contract; and
 - (2) that Player's engagement is upgraded to a Standard Player Contract by operation of clause **Error! Reference source not found.** of the Rookie Contract,

that Player will be deemed for the purposes of clause 8 of this Agreement to remain a player engaged under a Rookie Contract up until a date 12 months after the date when the player originally entered the Rookie Contract.

4.5 Academy Contract

- (a) All Academy Players engaged by the Rugby Bodies must be engaged under the terms of an Academy Contract.
- (b) There is no maximum or minimum number of Academy Players that a Rugby Body may engage.

- (c) The terms and conditions of the Academy Contract will include those terms and conditions set out in Schedule F of the Agreement.

4.6 Negotiation of Player Contract

Subject to sub-clause 4.7 of this Schedule B, if a Player wishes, he may designate a Player Agent to conduct on his behalf, or to assist him in, the negotiation of a contract between him and a Rugby Body.

4.7 Where a person is a minor

- (a) A Rugby Body may only negotiate, and enter into, a contract of a nature contemplated by this Agreement with a person who is under the age of eighteen (18) years if that person is represented in the negotiations by a Player Agent or the minor's parent or legal guardian.
- (b) As soon as practicable after a Rugby Body commences negotiations with a person under the age of eighteen (18) years for the purpose of entering into a contract with the person, the Rugby Body must provide to the person an unexecuted contract in the form of the Standard Player Contract, Standard Short-Term Player Contract, Standard Rookie Contract or Academy Contract specifying:
 - (1) the offered payments and benefits;
 - (2) any offered terms and conditions above the minimum prescribed by this Agreement;
 - (3) any offered Special Conditions; and
 - (4) the offered term of the contract.
- (c) The Rugby Body may not enter into a contract with the person within seven (7) days after providing the person with the contract.

4.8 Option Clause

A Rugby Body shall not include in a provision a Player's contract that it may unilaterally exercise an option to extend the term of a Player's contract.

4.9 Expiry of Contracts

- (a) Unless otherwise agreed, all Players' employment contracts shall expire on 31 December in the relevant year or on the conclusion of any Wallaby Tour or State Union Tour (excluding State Development Tours) for which the Player is selected and which commenced prior to 31 December in the year the contract would otherwise expire, whichever is the later.
- (b) Should a Player employed on a Standard Player Contract as at the date of this agreement be released from his contractual arrangements by agreement prior to 31 December in the year in which such Player's Contract would otherwise terminate, then the Player will only be entitled to payment on a pro-rata basis for that part of the term of his contract which he has completed.
- (c) Should a Player employed for the first time on a Standard Player Contract after the date of this Agreement be released from his contractual arrangements by agreement prior to 31 December in the final year of the term of his contract, then the Player will only be entitled to a payment on a

pro rata basis for that part of the term of his contract which he has completed.

- (d) Clause 4.9(b) is not intended to prevent a Rugby Body from, at its discretion, releasing a Player prior to the expiration date of their Player contract without reduction of any amount otherwise due to such Player.

5 Conditions of Employment

5.1 Apparel

- (a) A Rugby Body must supply to a Player free of charge all playing apparel (including footwear) which will be reasonably required by him in the course of his employment provided that if a Player wants to wear footwear of a brand other than as provided by a Rugby Body and the Rugby Body has agreed to the Player wearing such footwear, then the Player must supply his own footwear.
- (b) Subject to this clause 5.1, a Player is entitled to use the playing boots of their choice during both matches and training sessions. Unless otherwise stated by the Rugby Bodies, the boots worn during matches must be predominately black and white in colour in order to maintain consistency in team uniform.

5.2 Subject to clause **Error! Reference source not found.** of Schedule A of this Agreement and the terms of a Player's contract, a Player is entitled to enter into commercial agreements to promote and endorse publicly the playing boot of their choice. Such agreement must relate only to playing boots.

5.3 Reserved Seats, Ticketing and Carparking

A Rugby Body must in respect of any Home Game in which a Player is required to play make reasonable efforts to provide to the Player not less than forty-eight (48) hours before the commencement of the Match:

- (a) four (4) Premium Reserve admission tickets or, if it is the case that the Rugby Body is unable to provide Premium Reserve admission tickets, provide four (4) reserved admission tickets; and
- (b) where the Rugby Body has access for facilities for car parking, one (1) carpark pass.

5.4 Compassionate Leave

A Player will on the death of a spouse, parent or step-parent, child or step-child, grandparent, sibling, de facto spouse, parent in-law or member of the Player's immediate domestic household be entitled to a maximum of three (3) day's leave without loss of any Match payment the Player would likely have received (excluding any bonus payment for winning a Match or tournament where the Player did not play the winning Match).

6 Promotional and marketing activities

- 6.1 A State Union must provide a Player with at least seven (7) days notice of any promotional or marketing activities which the Player is required to attend. A Player will not be required to attend an activity for which they have not received notice in accordance with this clause 6.1.
- 6.2 The ARU must provide a Player with at least seven (7) days notice of any promotional or marketing activities which the Player is required to attend, except in relation to any promotional or marketing activity occurring during a Test Match Assembly Period.
- 6.3 For the purpose of clauses 6.1 and 6.2 of this Schedule, notice may be given in any format and must identify the scheduled commencing time and location of the promotional or marketing activity.
- 6.4 A State Union will not require a Player to attend more than two (2) promotional or marketing activities for or on behalf of sponsors in any one week. Such activities may be in addition to any activity a Player is required to attend under clause 6.5 of this Schedule.
- 6.5 The ARU will not require a Player to attend more than two (2) promotional or marketing activities for or on behalf of sponsors in any one week. Such activities may be in addition to any activity a Player is required to attend under clause 6.4 of this Schedule.
- 6.6 The Rugby Bodies agree where possible to attempt to schedule promotional and marketing activities at times convenient to the Players taking into account their Rugby and career training commitments.
- 6.7 The State Unions will attempt where possible to conduct promotional and marketing commitments over the seven (7) day period prior to each Match during the Super Tournament season and to spread such commitments throughout the squad. However, from time to time during the Super Tournament season the State Unions may require a Player to attend promotional and marketing activities on days where the Player would not otherwise have a Rugby related commitment.
- 6.8 The ARU and RUPA agree that, in respect of the Wallabies, it is necessary for a Player to be required to attend promotional and marketing activities on days where the Player would not otherwise be required to attend a Rugby related commitment.

7 Break between seasons, annual leave and rest periods

- 7.1 Wallaby Players: 2004/2005
- Players participating in the end of season Wallaby Tour of 2004 shall receive:
- (a) Five (5) weeks of continuous annual leave commencing on the day after the last Match of that Tour.
- (b) If in the view of the ARU, having regard to the playing and training activities of the Player, the circumstances of a particular Player do not warrant that Player having the leave referred to in clause 7.1(a), and the

Wallaby team doctor does not disagree with the ARU, then such Player can be required to return to duty after a four (4) week break.

- (c) In addition to the leave referred to in clauses 7.1(a) or 7.1(b), Players will be entitled to four (4) weeks of which:
 - (1) two (2) of the four (4) weeks will be Unsupervised Active Rest; and
 - (2) two (2) of the four (4) weeks will be Active Rest.

7.2 Wallaby Players: 2005/2006

Players participating in the end of season Wallaby Tour of 2005 shall receive:

- (a) Five (5) weeks of continuous annual leave commencing two (2) days after the last Match of that Tour.
- (b) If in the view of the ARU, having regard to the playing and training activities of the Player, the circumstances of a particular Player do not warrant that Player having the leave referred to in clause 7.2(a), and the Wallaby team doctor does not disagree with the ARU, then such Player can be required to return to duty after a four (4) week break.
- (c) One (1) week of Unsupervised Active Rest commencing immediately following the annual leave referred to in clause 7.2(a) above.
- (d) Immediately following the one (1) week of Unsupervised Active Rest, three (3) weeks of RTA.
- (e) A further three (3) weeks at other times during 2006 of which:-
 - (1) two (2) of the three (3) weeks will be Unsupervised Active Rest; and
 - (2) one (1) week of the three (3) week period will be Active Rest.

7.3 Wallaby Players: 2006/2007

Players participating in the end of season Wallaby Tour of 2006 shall receive:

- (a) Five (5) weeks of continuous annual leave commencing two (2) days after the last Match of that Tour.
- (b) If in the view of the ARU, having regard to the playing and training activities of the Player, the circumstances of a particular Player do not warrant that Player having the leave referred to in clause 7.3(a), and the Wallaby team doctor does not disagree with the ARU, then such Player can be required to return to duty after a four (4) week break.
- (c) One (1) week of Unsupervised Active Rest commencing immediately following the annual leave referred to in clause 7.3(a).
- (d) Immediately following the one (1) week of Unsupervised Active Rest, three (3) weeks of RTA.
- (e) A further three (3) weeks at other times during 2007 of which:-
 - (1) two (2) of the three (3) weeks will be Unsupervised Active Rest; and
 - (2) one (1) week of the three (3) week period will be Active Rest.

7.4 Wallaby Players: 2007 RWC and 2008

Players participating in the RWC Tournament in 2007 shall receive:

- (a) Five (5) weeks continuous annual leave commencing on the second day after the last day of their participation in the tournament.
- (b) If in the view of the ARU, having regard to the playing and training activities of the Player, the circumstances of a particular Player do not warrant that Player having the leave referred to in clause 7.4(a), and the Wallaby team doctor does not disagree with the ARU, then such Player can be required to return to duty after a four (4) week break.
- (c) One (1) week of Unsupervised Active Rest commencing immediately following the annual leave referred to in clause 7.4(a).
- (d) Immediately following the one (1) week of Unsupervised Active Rest, three (3) weeks of RTA.
- (e) A further three (3) weeks at other times during 2008 of which:-
 - (1) two (2) of the three (3) weeks will be Unsupervised Active Rest; and
 - (2) one (1) week of the three (3) week period will be Active Rest.

7.5 Non Wallaby Players

- (a) Players not participating in the Wallaby Tour in any particular year will receive four (4) weeks annual leave of which two (2) weeks will be consecutive not including the Christmas break referred to below.
- (b) Players not participating in the Wallaby Tour in any particular year will receive a further four (4) weeks which is to consist of the following:
 - (1) two (2) of the four (4) weeks will be Unsupervised Active Rest; and
 - (2) two (2) weeks of the four (4) week period will be Active Rest.

At least two (2) of the four (4) weeks referred to in clause 7.5(b) shall be taken consecutively.

- (c) By no later than 31 March in each year each State Union shall notify the dates of the annual leave, Unsupervised Active Rest and Active Rest periods for the remainder of the calendar year which will apply to Players not participating in the Wallaby Tour.
- (d) If a State Union wishes to vary the dates provided in clause 7.5(c) above then it must provide the Players with at least one (1) month's notice before the relevant annual leave, Unsupervised Active Rest or Active Rest is due to be taken.

7.6 All Players

- (a) A Player will not be required to attend work between 25 December and 1 January of any year. This break will form part of annual leave referred to in this clause 7.
- (b) From the date of signing this agreement the Rugby Bodies shall use reasonable endeavours to allow Players a break of one (1) day per week

away from any requirement to attend playing and training duties, being any day from Monday to Friday (inclusive) on the date which is mutually agreeable between the parties.

- (c) No Rugby Body may conduct a training session for a particular Player during that Player's Active Rest and Unsupervised Active Rest other than the training sessions contemplated in the definitions of Active Rest and Unsupervised Active Rest contained in clause 1 of this Schedule.
- (d) Players will not be required to play any Match for a period of eight (8) weeks in any given twelve (12) month period.
- (e) Players will be required to attend team meetings, maintain a suitable level of fitness, and fulfil their other obligations under the Standard Player Contract, Short-term Player Contract or Rookie Contract including making themselves available for promotional activities during the RTA, Unsupervised Active Rest and Active Rest periods referred to in this clause 7.
- (f) Nothing in this clause 7 shall prevent a Rugby Body from permitting a Player to train on his own using the Rugby Body's facilities if he so wishes.

7.7 Selection of Wallaby Players for Restricted Training Activity

- (a) RTA referred to in this clause 7 will only be relevant to Wallaby Players returning from an end of season Wallaby Tour. RTA shall be limited to those Players the ARU and RUPA agree should benefit from it. In order to identify which Players shall receive the benefit of RTA, the ARU shall on or before 13 December in each year commencing from 2005 provide RUPA with a list of Players it proposes should benefit and to what extent. RUPA must on or before the following 20 December respond in writing as to whether it agrees with the ARU list. In the event there is disagreement between the ARU and RUPA as to which Players should be on the list then the two parties shall endeavour to reach agreement within fourteen (14) days. Should the Parties be unable to agree within the fourteen (14) days then the ARU's view on which Players should benefit from being on the list shall prevail.
- (b) Notwithstanding anything in this clause 7, a Player previously nominated for RTA may at any time at the Player's election participate in full training activities consistent with those participated in by non-Wallaby squad members including but not limited to scrummaging and other contact training. No Rugby Body may threaten, pressure or compel a Player to make an election as contemplated by this clause 7.7(b).

7.8 Wallaby Players not identified for Restricted Training Activity

Should a Player not be identified by the ARU for RTA pursuant to this clause 7 such Players will be required to participate in full training activities consistent with those participated in by non Wallaby squad members including but not limited to scrummaging and other contact training.

8 Medical Facilities and Fitness

8.1 Medical Facilities

A Rugby Body must make available for the benefit of a Player reasonable medical and training facilities at each training session and Match including, without limitation, appropriate medically qualified personnel. In addition, a Rugby Body must provide the Player with access to reasonable medical facilities and advice for the purpose of treating any injury, illness or ailment sustained by the Player arising out of or in the course of his employment.

8.2 Health Insurance

A Player must:

- (a) obtain and maintain “Top Cover” membership of a recognised private hospital and medical benefits scheme;
- (b) promptly report to the medical advisers of the relevant Rugby Body any injury, illness or ailment;
 - (1) sustained during, or arising out of or in the course of, the Player’s employment with the Rugby Body; or
 - (2) of a kind likely to prevent the Player from performing any of his obligations under his Player Contract;
- (c) promptly submit to any medical examinations and testing in relation to his health and fitness as a Player which the Rugby Body may reasonably require; and
- (d) undergo any treatment as may be prescribed by the medical advisers to the Rugby Body in respect of any injury, illness or ailment sustained during, or arising out of or in the course of the Player’s employment with the Rugby Body in order to restore the Player to a level of health and fitness appropriate for Rugby.

8.3 Treatment

Subject to sub-clause 8.4 of this Schedule, provided a Player at all times complies with his obligations under sub-clause 8.2(a) of this Schedule, the Rugby Body to which a Player is contracted must:

- (a) arrange any treatment recommended by the medical advisers to the Rugby Body in respect of any injury, illness or ailment sustained or arising out of or in the course of the Player’s employment with the Rugby Body;
- (b) ensure that such treatment is undertaken and completed notwithstanding the expiration of the term of any contract between the Player and the Rugby Body; and
- (c) pay to the Player any approved hospital, medical, dental, physiotherapy, chiropractic, orthotic and ambulance expenses not recoverable by the Player under the private hospital and medical benefits scheme of which the Player is a member provided such expenses are in relation to an injury, illness or ailment sustained by the Player arising out of or in the course of his employment with the Rugby Body.

8.4 Failure of Cover

If a Player fails to obtain or maintain “Top Cover” membership of a recognised private hospital and medical benefits scheme in accordance with sub-clause 8.2(a) of this Schedule, he will only be entitled to be paid by his Rugby Body the amount that would be payable under sub-clause 8.3(c) of this Schedule.

8.5 Medical treatment upon retirement

- (a) A Player who has retired from professional Rugby is entitled at the Player’s election to undergo a medical assessment conducted by a medical officer of either the ARU or their State Union within three (3) months of the termination of his final contract with their State Union.
- (b) A full report of the medical assessment conducted pursuant to clause 8.5(a) of this Schedule will be provided to the Player and the relevant Rugby Bodies as soon as practicable and ideally within one (1) month of the medical assessment being conducted.
- (c) Subject to clause 8.5(e) of this Schedule and the results of a medical assessment carried out pursuant to clause 8.5(a), the ARU or the relevant State Union will pay the difference between the total medical bill and the amount payable from the Player’s private health insurance provider in respect of any medical expenses incurred by the Player in receiving treatment concerning any playing related injuries sustained while on contract for a period of two years from the date of the medical assessment in clause 8.5(a) of this Schedule.
- (d) Where the medical treatment obtained pursuant to clause 8.5(c) of this Schedule involves surgery, the surgeon performing the surgery is to be chosen by agreement between the Player and the relevant Rugby Body.
- (e) To receive the benefit of this clause 8.5, a Player must maintain private health insurance at the highest level attainable at the Player’s own cost. If a Player does not maintain such private health insurance, then the Rugby Body will pay the Player an amount equal to what the Rugby Body would have paid had the Player maintained the required level of private health insurance.

9 Medical Records

- 9.1 A Rugby Body may from time to time have access to and retain medical records pertaining to a Player.
- 9.2 All medical records of Players held by a Rugby Body will be treated as confidential. A Rugby Body may not release any medical records to any third party without the prior written consent of the Player to whom the medical record pertains, except in the case of emergencies or under the compulsion of law.
- 9.3 The Rugby Bodies agree to store all medical records pertaining to Players securely and confidentially and to inform any Player who requests in writing to be advised of the location of their medical records and the person or persons who have access to them.
- 9.4 The Rugby Bodies agree to comply with any applicable privacy legislation.

- 9.5 A Rugby Body will ensure that any third party to whom a Player's medical records are disclosed, agrees to keep such information confidential.

10 Injuries

- 10.1 A Player who is injured as a result of performing their obligations under a Player Contract (such injury to be verified to the reasonable satisfaction of the ARU or the relevant State Union), will continue to receive their guaranteed annual remuneration until the term of their Player Contract expires or their employment is otherwise terminated in accordance with the provisions of their Player Contract.
- 10.2 A Player injured whilst performing obligations under a Player Contract and the ARU or the relevant State Union, may agree to terms other than those provided for by clause 10.1 of this Schedule provided such terms are more favourable to the Player than the terms of clause 10.1.

11 Professional development

- 11.1 A Player contracted under the terms of either a Rookie Contract or a Standard Player Contract for the first time will, in the first year of his employment, be required to study towards the completion of a qualification of a standard of at least Certificate III in Sport level (or such other equivalent level as may be established by the Australian Qualifications Framework from time to time).
- 11.2 A Player contracted under the terms of the Standard Player Contract or the Rookie Contract for the first time who is studying for, or has obtained, a tertiary qualification from an accredited higher education institution or who is participating in some other appropriate form of professional development or education which is approved by the applicable Career Training Scheme advisor may study for completion of the qualification referred to in clause 11.1 of this Schedule but in any event, in the first year of their employment, is required to study towards the completion of four (4) of the Certificate III in Sport modules.
- 11.3 A Player contracted under the terms of the Standard Player Contract, other than a Player undertaking professional development under clauses 11.1 or 11.2 of this Schedule will be required to participate in a form of professional development which is approved by the applicable Career Training Scheme advisor (whether or not that professional development is constituted by tertiary study).
- 11.4 In respect of the training period for Players who are not members of the Wallabies, between June and October each year the State Unions will consult with the Career Training Scheme advisors and Players in respect of the scheduling of training commitments to accommodate professional development of Players.
- 11.5 During the period referred to in clause 11.4 the State Unions must ensure that three (3) four (4) hour time periods between 8.00am and 6.00pm each week are available to enable Players to pursue professional development.
- 11.6 If a Player does not comply with terms of this clause 11, the relevant Rugby Body may discipline the Player by placing restrictions on the Player's future access to training and education funding.

12 Development Tours

- 12.1 A State Union may require a Player to participate in a State Union Development Tour(s) during the term of the Player's contract.
- 12.2 A State Union must give RUPA and any Players who may potentially be required to participate in a State Union Development Tour not less than ninety (90) days notice of the details of the Development Tour including tour dates, location and number of Matches.
- 12.3 A State Union must give the actual Players who it requires to participate in the State Union Development Tour not less than thirty (30) days notice of that requirement.
- 12.4 A State Union Development Tour must not be longer than four (4) weeks in duration in any given year.
- 12.5 A State Union must pay for all reasonable laundry expenses, meals and accommodation for all Players participating on a State Union Development Tour.

13 Telephone Allowance

- 13.1 The Rugby Bodies shall provide a telephone allowance of \$250.00 per annum during the Term to each Player.
- 13.2 Payments under clause 13.1 of this Schedule shall be included in the calculations for Payments set out in clause 8 of the Agreement.

14 RUPA

- 14.1 An Executive Member of RUPA will be entitled to reasonable access to interview and meet with Players employed by a Rugby Body after official Team Meetings, official team training and during training camps provided that RUPA will first provide the relevant Rugby Body with reasonable notice of such interview or meeting.

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Schedule C - Standard Player Contract

[Date]

[Name]

[Address]

Confidential

Dear [First Name]

Australian Rugby Player Contract

This letter sets out the terms on which the Australian Rugby Union Limited (**the ARU**) and the **[Name of Relevant Union ()]** will employ you to play Rugby and the obligations imposed on you and on the ARU and the **[Name of Relevant Union]**.

This letter is intended to create a legally binding employment contract between you and the ARU and the **[Name of Relevant Union]**. It will do so when you sign the attached copy of this letter and return it to the **[Name of Relevant Union]**. Please read this letter carefully and get legal or professional advice on it.

1 Employment by the ARU and the [Name of Relevant Union]

- 1.1 You will initially be employed by the **[Name of Relevant Union]**. Whilst so employed you owe the **[Name of Relevant Union]** all the obligations set out in this letter.
- 1.2 Whilst you are employed by the **[Name of Relevant Union]**, the ARU, by notice in writing to you and to the **[Name of Relevant Union]**, may require that, from the date stated in the notice, you will become an employee of the ARU on the terms and conditions set out in this letter. You will be employed by the ARU from that date and will owe to the ARU all the obligations set out in this letter unless and until the **[Name of Relevant Union]** again becomes your employer or the contract otherwise comes to an end.
- 1.3 You will only ever have one employer at a time (the ARU or the **[Name of Relevant Union]**). You will not be subject to direction from both of those bodies at any one time and, subject to any specific provision in this letter, nor will you owe the obligations set out in this letter to both of those bodies at any one time. For ease of reference, the term "your Union" is used throughout this letter to refer to whichever of the ARU or the **[Name of Relevant Union]** is your employer at the relevant time.
- 1.4 While you are employed by the ARU, the ARU may, by notice in writing to you and to the **[Name of Relevant Union]**, require that you again become employed by the **[Name of Relevant Union]**. You will thereafter be employed by the **[Name of Relevant Union]** and you will owe it all the obligations set out in this letter.

- 1.5 The ARU and the **[Name of Relevant Union]** agree that the ARU will not require you to become employed by the ARU pursuant to this clause more than twice in any calendar year, and not in circumstances which would prevent you from playing, training or engaging in promotional activities for the **[Name of Relevant Union]** in Super or State of the Union matches (or any replacement competition), without the prior written consent of the **[Name of Relevant Union]**.
- 1.6 The ARU and the **[Name of Relevant Union]** agree that on any occasion on which you cease to become employed by one of those Unions and become employed by the other pursuant to this clause, the Union by which you are for the time being employed will provide or arrange for the provision to you of all payments and benefits under this contract and further agree that for the purposes of accrual of leave, superannuation and other employment benefits provided by this contract or required by statute, both Unions will regard your service as continuous and unbroken.
- 1.7 In signing this letter you irrevocably consent to becoming employed by one or other Union from time to time on the basis set out in this clause.

2 Term

- 2.1 Your employment with the ARU and the **[Name of Relevant Union]** under the terms of this player contract will:
- (a) commence on **[[1 October 20xx or the date you sign this letter, whichever is the later] or [1 January 20xx or the date you sign this letter, whichever is the later]]**; and
 - (b) be for a fixed term as specified in Schedule A of this contract, unless terminated earlier in any manner referred to below.

3 Full-time employment

- 3.1 The ARU and the **[Name of Relevant Union]** are employing you as a skilled Rugby player. This is a full time occupation. You must not have other employment, unless your other employment is first agreed in writing by the Chief Executive Officer of your Union or their nominee. Requests for permission to have other employment must be made in writing.
- 3.2 You agree to give your best efforts and loyalty as and when required to your Union.

4 Your Club

- 4.1 It is a condition of your employment contract that you make yourself available to train with and play for your Club when you are not required by your Union. Your Union may direct you not to play for or train with your Club if playing for or training with your Club would in the opinion of your Union interfere with your obligations to it.

- 4.2 If you have not nominated your Club in Part B of Schedule A, you must do so no later than thirty (30) days prior to the commencement of the Australian domestic Rugby season.
- 4.3 If you do not nominate your Club, then your Union may by notice in writing direct which Club you must make yourself available to train with and play for. You agree to make yourself available to train with and play for any Club so nominated by your Union.
- 4.4 If you wish to change your nominated Club, you may apply in writing to the Chief Executive Officer of your Union or their nominee.

5 Training and playing obligations

- 5.1 During the term of your employment, you must:
- (a) play Rugby in the teams and at the dates, times and venues nominated by your Union;
 - (b) report promptly for and participate fully in all pre-season, regular season and post-season camps and training sessions and squad or team meetings nominated by your Union;
 - (c) participate fully in all tours nominated by your Union;
 - (d) attend all fitness tests required by your Union; and
 - (e) play Rugby to the best of your ability and in accordance with the Laws of the Game and all other applicable rules, regulations and directives.
- 5.2 The maximum number of games you will be required to play in any one season is thirty (30).
- 5.3 You must also attend any pre and post-match functions, official presentations, sponsors' functions, official dinners and corporate hospitality functions nominated by your Union.

6 Payment

- 6.1 In consideration of your performing the training, playing and other obligations set out in this letter, your Union will pay you or procure the payment to you of the amount set out in Part C of Schedule A at the times set out in Part C. This amount is your Total Annual Remuneration Package and must be taken as a combination of base salary and superannuation (which must be a minimum of nine percent (9%) of base salary or such percentage as is required to satisfy any obligations which arise under the superannuation guarantee charge legislation).
- 6.2 You may also have the option of other fringe benefits in accordance with your Union's remuneration packaging guidelines (as those guidelines are amended by your Union from time to time). The amount of any fringe benefits tax relating to any fringe benefits you select will be deducted from your package.
- 6.3 If you are to receive any other payments and benefits they will be as set out in Part C or Part D of Schedule A.

7 Tickets

- 7.1 For any Home Game played in Australia in which you are required to participate pursuant to the terms of this letter, your Union will provide you with four (4) admission tickets and, where your Union has access for facilities for car parking, one (1) carpark pass.
- 7.2 For the purposes of this clause 7 “Home Game” means:
- (a) for a Test Match, any match played in Australia; and
 - (b) for a Super Tournament match, any match played at your Union’s Super Tournament team’s home ground.

8 Travel

- 8.1 The ARU or the **[Name of Relevant Union]** will where necessary arrange for return travel to, and board and lodging during, any ARU or **[Name of Relevant Union]** training sessions, camps, pre-season, regular season and post-season matches and any promotional, marketing or advertising engagements you are asked to attend outside the city in which you are based, and any overseas tours.
- 8.2 The ARU or the **[Name of Relevant Union]** will also arrange for and pay the premiums for travel insurance to cover you during periods of overseas and interstate travel in the course of your employment.

9 Break between seasons, annual leave and rest periods

- 9.1 You will be entitled to a break between seasons, annual leave and rest periods as set out in Schedule D of this letter.

10 Sick leave

- 10.1 You will be entitled to eight (8) days sick leave annually. Your sick leave entitlement will not accrue from year to year. You may take sick leave if, in the opinion of a medical practitioner, you are prevented by your illness or injury from training, playing or attending functions and promotional activities. You must provide a medical certificate in relation to any sick leave you take.

11 Compassionate leave

- 11.1 You will be entitled to a maximum of three (3) days leave on the death of your spouse, parent or step-parent, child or step-child, grandparent, sibling, de-facto spouse, parent in-law or a member of your immediate domestic household.

12 Prohibited activities

- 12.1 During the term of your employment, you must not, without the prior written consent of the ARU and the **[Name of Relevant Union]**:
- (a) play Rugby or engage in activities related to Rugby, including strength and conditioning training, other than matches and activities played or performed under the control of or authorised by the ARU or the **[Name of Relevant Union]**;
 - (b) play any other football code or engage in activities related to any other football code including but not limited to Rugby League or Super League;
 - (c) play other sports, or engage in recreation or other activities, where there is a significant risk of personal injury or there is pre-arranged media coverage or where you are paid for your participation.
- 12.2 You acknowledge that your knowledge, skill and experience as a Rugby player are unique. The ARU and the **[Name of Relevant Union]** will invest time, effort and resources in you as a member of an ARU and/or **[Name of Relevant Union]** squad or team, the loss of which cannot be estimated with any certainty and cannot be fairly or adequately compensated by damages. Therefore, you agree that the ARU and the **[Name of Relevant Union]** have the right, in addition to any other rights, to prevent or restrain you, including by injunctive relief, from engaging in the activities in paragraphs 12.1 (a) to (c) above.
- 12.3 You warrant that, at the time you sign the attached copy of this letter, you have made no contract, arrangement or commitment (whether or not legally binding) to engage in any of the activities in paragraphs 12.1 (a) and (b) above, and that you have disclosed to the **[Name of Relevant Union]** and to the ARU any contract, arrangement or commitment you have made to engage in any of the activities in paragraph 12.1 (c) above. You undertake not to make any contract, arrangement or commitment to engage in any of the activities in paragraphs 12.1 (a), (b) and (c) above *during* the term of your employment. You also undertake to notify the **[Name of Relevant Union]** and the ARU in writing within seven (7) days of your making during the term of your employment any contract, arrangement or commitment to engage in any of the activities in paragraphs 12.1 (a) or (b) where the activities are to take place *after* the termination of your employment with your Union.

13 Publicity And Promotions

The motherhood statement below needs to be altered to include a sentence which provides that for a negotiated fee the following is granted.....Also that the ARU or Rugby Body has no right to assign or transfer such right, eg to RWC or IRB.

- 13.1 You grant to the ARU and the **[Name of Relevant Union]** during the term of your employment the unlimited right and authority to use your name, image, likeness, talents and reputation in any form or medium for the purpose of publicising and promoting the game of Rugby, the ARU, the **[Name of Relevant Union]**, any ARU or **[Name of Relevant Union]** team or squad and any competition or tournament in which an ARU or **[Name of Relevant Union]** team participates.

- 13.2 You further grant to each of the ARU's four (4) Special Rights Sponsors nominated from time to time by the ARU to the Rugby Union Players' Association Inc (**RUPA**) the unlimited right and authority to use your name, image, likeness, talents and reputation in newspapers, match programs, advertising brochures, magazines, websites or any other printed medium (excluding a billboard) for the purposes of promoting a Special Rights Sponsor's business undertakings. You will be entitled to seek and receive a fee or some other form of consideration if your image is to be used in an ARU Special Rights Sponsor's promotional activity if no other Player's image is used in the promotional activity and the promotional activity uses your image other than in a non-staged action shot format, i.e. playing, training, travelling to or from a match, engaging in pre and post match activities or wearing team uniform.

The above needs to be amended to be brought into line with amended Clause 3 of Schedule A of the CBA, especially Clause 3.3.

- 13.3 You further grant to the [**Name of Relevant Union**]'s two (2) Special Rights Sponsors nominated from time to time by [**Name of Relevant Union**] to RUPA the unlimited right to use your name, image, likeness, talents and reputation in newspapers, match programs, advertising brochures, magazines, websites or any other printed medium (excluding a billboard) for the purposes of promoting a Special Rights Sponsor's business undertakings. You will be entitled to seek and receive a fee or some other form of consideration if your image is to be used in a State Union Special Rights Sponsor's promotional activity if no other Player's image is used in the promotional activity and the promotional activity uses your image other than in a non-staged action shot format, i.e. playing, training, travelling to or from a match, engaging in pre and post match activities or wearing team uniform.

The above needs to be amended to be brought into line with amended Clause 4 of Schedule A of the CBA, especially Clause 4.5.

- 13.4 You further grant the ARU's four (4) Special Rights Sponsors and the [**Name of Relevant Union**]'s two (2) Special Rights Sponsors the unlimited right to use your name, image, likeness, talents and reputation in any form or medium provided that such use is in a group of four (4) or more players, such use does not suggest that one (1) player in the relevant group is endorsing the product to a greater extent than other players in the group and the shot is in the context of playing the game, i.e. playing, training, travelling to or from a match, engaging in pre and post match activities or wearing team uniform. For the purposes of this clause 13.4 a player is not required to be individually identifiable in order to form part of a group of four (4) or more players.

The above needs to be amended to be brought into line with amended Clause 5 of Schedule A of the CBA.

- 13.5 You also grant to each of the ARU's and [**Name of Relevant Union**]'s Non-Special Rights Sponsors the unlimited right to use your name, image, likeness, talents and reputation in any form or medium to publicise and promote their business undertakings provided that any such use is in the context of a group

of at least four (4) or more players whether or not such players are individually identifiable and the shot is in the context of playing the game, i.e. playing, training, travelling to or from a match, engaging in pre and post match activities or wearing team uniform.

The above needs to be amended to be brought into line with amended Clause 6 of Schedule A of the CBA.

- 13.6 Notwithstanding anything else in this agreement, you acknowledge and agree that the ARU and **[Name of Relevant Union]** are entitled to grant to any sponsor, licensee or sub-licensee of a Rugby Body unlimited access to and use of match footage for promotional or marketing purposes without the need for your consent or the payment of any fee.

The above needs to be amended to be brought into line with amended Clause 17 of Schedule A of the CBA

- 13.7 All of this Clause 13.7 must be amended to be brought into line with the amendments made to Schedule A of the CBA.

You acknowledge and agree that:

- (a) the ARU or **[Name of Relevant Union]** may use your signature for any Licensing Activity provided that the ARU or **[Name of Relevant Union]** has obtained your consent for each such Licensing Activity; and
- (b) you are deemed to have already given your consent for the use of your signature on the following range of products produced now or in the future by the ARU or **[Name of Relevant Union]** or their licensees or sponsors, pursuant to Licensing Activities:
 - (i) limited edition signed memorabilia jerseys;
 - (ii) insignia mini-jerseys;
 - (iii) clothing (other than rugby jerseys);
 - (iv) sporting calendars;
 - (v) footballs;
 - (vi) mugs;
 - (vii) photographs;
 - (viii) lithographs;
 - (ix) trading cards;
 - (x) artistic work which includes composite photographic images; and
 - (xi) any other products as agreed by yourself, RUPA and the ARU or **[Name of Relevant Union]** from time to time.

In this clause 13.7 “Licensing Activity” means the provision of services, all product sales, sales promotions, advertising, endorsement arrangements, licensing and merchandising undertaken by the ARU or **[Name of Relevant Union]** or any of them, their licensees or sponsors or any permitted sub-licensees, such activities involving the use of the trademark, brand logo, name or any other indicia or intellectual property of the ARU or **[Name of Relevant Union]**.

- 13.8 Any requests for your consent to use your signature in relation to products for Licensing Activities, other than those referred to in clause 13.7 (b), will be made in writing by the ARU or **[Name of Relevant Union]** to RUPA.
- 13.9 You acknowledge that, subject to clause 13.10, RUPA has ten (10) business days from the date the request is sent by the ARU or **[Name of Relevant Union]** to RUPA in which to grant or refuse consent to the use of your signature. Should a response not be received by this time your consent will be deemed to have been given. You agree that the ARU may rely on consent from RUPA on your behalf under this clause 13.9 without any enquiry into RUPA's authority.
- 13.10 You agree that any request by the ARU or **[Name of Relevant Union]** to use your signature shall not be unreasonably withheld.
- 13.11 During the term of your employment you must:
- (a) be available to participate in promotional, marketing and advertising activities as required by the ARU or the **[Name of Relevant Union]** including but not limited to for the purpose of giving effect to clauses 13.1 to 13.5;
 - (b) co-operate with the ARU or the **[Name of Relevant Union]**, the media (in particular the holders of broadcasting rights for Rugby), sponsors, official suppliers and licensees and any other person reasonably required by the ARU or the **[Name of Relevant Union]** in relation to any promotional, marketing or advertising activities;
 - (c) make personal appearances at various events and functions, appearances on television and radio programs and in advertisements as required by the ARU or the **[Name of Relevant Union]**;
 - (d) give interviews to television, radio, newspaper or magazine journalists as required by the ARU or the **[Name of Relevant Union]**; and
 - (e) use and endorse nominated products or services as required by the ARU or **[Name of Relevant Union]**.
- 13.12 Except for promotional and publicity appearances by Wallabies during a Test Match Assembly Period, you will not be required to attend any promotional or publicity engagement unless the ARU or the **[Name of Relevant Union]** has provided you with seven days notice of the engagement and with details of the scheduled time and location of the engagement.
- 13.13 You will not be required to use or endorse any products or services where you have a religious or moral objection to doing so. Should you at any time indicate you have such an objection you must, at the request of the ARU or the **[Name of Relevant Union]**, provide a statutory declaration setting out the basis of the objection.
- 13.14 You agree to co-operate with the ARU or **[Name of Relevant Union]** by not, otherwise than in compliance with this letter, signing any jerseys, footballs or other materials on a group or team basis, and will work with the ARU or **[Name of Relevant Union]** and RUPA to minimise third parties obtaining signed materials other than by way of individual "doorstep" signatures.

13.15 You agree that promotional, marketing and advertising material referring to you or incorporating your name, image, likeness, talents and reputation or signature may continue to be used for a period of two (2) years after the termination of your employment, except where the material includes solo appearances or personal endorsements.

13.16 During the term of your employment you must not:

- (a) engage in any other promotional, marketing or advertising activities of any kind whatsoever; or
- (b) make any contract, arrangement or commitment (whether or not legally binding) that requires or permits the use or exploitation of your name, image, likeness, talents or reputation for any other promotional, marketing or advertising activities;

without the prior written consent of the ARU and the **[Name of Relevant Union]**. The ARU's and the **[Name of Relevant Union]**'s consent may be withheld if those activities:

- (i) relate to products or services competitive with those of Protected Sponsors, official suppliers or licensees (existing or under negotiation) of the ARU or the **[Name of Relevant Union]** which have been nominated to RUPA from time to time;
- (ii) involve the disclosure of confidential or sensitive information or are critical of or prejudicial to the interests of the ARU, the **[Name of Relevant Union]** or the game of Rugby;
- (iii) tend to bring the game into disrepute;
- (iv) conflict or interfere with your obligations set out in this letter;
- (v) involve the use of any names, logos or other intellectual property of the ARU or the **[Name of Relevant Union]**, in particular any official playing uniform; or
- (vi) include any term or provision limiting, restricting or preventing you from participating in any sponsorship, promotional or marketing activity as directed by the ARU or **[Name of Relevant Union]** during the term of your employment with the ARU or **[Name of Relevant Union]**.

13.17 If there is any maximum limitation in terms of the publicity and promotion time you must give to the ARU and the **[Name of Relevant Union]** then this will be set out in Part E of Schedule A to this letter.

13.18 You warrant that before signing the attached copy of this letter you have disclosed to the ARU and to the **[Name of Relevant Union]** full details of any contract, arrangement or commitment (whether or not legally binding) you have already made to engage in promotional, marketing or advertising activities.

13.19 Your obligations to participate and co-operate with the ARU or **[Name of Relevant Union]** in accordance with this clause 13 during the course of your employment with the ARU or **[Name of Relevant Union]** will apply irrespective of whether you are, at the time your participation or co-operation is required, employed by the ARU or **[Name of Relevant Union]** under this contract.

14 Nominated clothing, equipment and accessories

This section needs to properly define 'tools of trade' and provide the player with the right to use his preferred supplier. Any ARU approval to not be unreasonably withheld.

- 14.1 Your Union, sponsors and official suppliers may require you to wear nominated clothing and to use nominated equipment and accessories. You will be provided by your Union with the nominated clothing you are required to wear and the nominated equipment and accessories you are required to use. You agree to wear such clothing and to use such equipment and accessories as required for all official playing, training (including training camps), promotional and travelling obligations (including travelling to and from training camps).
- 14.2 You must not remove, alter or obscure any brands or other identification of any manufacturer, sponsor or official supplier from any clothing, equipment or accessories that your Union requires you to wear or use.
- 14.3 You must not use the names, logos or other property of the ARU or the **[Name of Relevant Union]**, or any clothing, equipment or accessories provided to you in connection with your employment, for any purpose not expressly authorised by your Union.
- 14.4 Subject to this clause 14, you are entitled to use the boots of your choice during both matches and training sessions. Unless otherwise approved by the ARU or the **[Name of Relevant Union]** the boots worn during matches must be predominately black and white in colour.
- 14.5 In accordance with clause 13.16, you are entitled to enter into commercial agreements to promote and endorse publicly the playing boot of your choice. Such agreement must relate only to playing boots.

15 Health insurance

- 15.1 You warrant that you are a financial member of, and contributor to, a registered health fund approved by the ARU and the **[Name of Relevant Union]**. You undertake to ensure by prompt payment of contributions as and when they fall due and by compliance with all other rules and regulations of the fund that you will remain at all times eligible to receive, in case of sickness, injury or other contingencies covered by the fund, the maximum benefits offered by the fund and available on payment of the highest contributions. You acknowledge that neither the ARU nor the **[Name of Relevant Union]** is liable at any time for your contributions, nor to make any payment to you upon your failure to comply with your obligations under this clause. Your Union may at any time require you to produce proof of membership and financial status in your health fund.
- 15.2 You must promptly report to your Union's medical advisers any injury, illness or ailment sustained during, or arising out of or in the course of your employment with your Union or which is of a kind likely to prevent you from performing any of your obligations under this letter.

16 Physical condition and selection

- 16.1 You acknowledge that you are competing with other players for a position in the squads and teams selected by the ARU and the **[Name of Relevant Union]**. You also acknowledge that your selection in an ARU or **[Name of Relevant Union]** squad or team is a matter within the complete discretion of the ARU or the **[Name of Relevant Union]**, as the case may be.
- 16.2 You warrant to the ARU and to the **[Name of Relevant Union]** that to the best of your knowledge you are in excellent physical condition, and you undertake to take all reasonable steps to maintain yourself in excellent physical condition (save for injury suffered or incurred in the performance of your obligations set out in this letter) including following reasonable directions by the ARU or the **[Name of Relevant Union]** in relation to the treatment of any injury or other condition.
- 16.3 You agree to undergo complete physical examinations by medical personnel nominated by your Union upon request. During any physical examination, you agree to make full and complete disclosure to the medical personnel of any physical or mental condition you are aware of, including but not limited to any medication or treatment you are having, which would or might impair the performance of your obligations set out in this letter, and of any form of supplementation you are taking, and to respond fully and in good faith to all questions about any such condition, medication, treatment or supplementation. You also agree to provide samples for drug testing whenever you are required to do so by the Australian Sports Drug Agency or any other body recognised by the ARU.
- 16.4 Your medical records and the results of any drug tests will be kept confidential by the ARU and the **[Name of Relevant Union]**. Your Union will not, except in the event of an emergency or under compulsion of law, release these details to any third party without your prior written permission.
- 16.5 If you breach the obligations in this clause 16, then your Union may terminate your employment immediately without penalty other than the payment of all amounts due to you up to the date of termination.

17 Career and training development

- 17.1 You will be required by the ARU or the **[Name of Relevant Union]** to undertake a program of career and training development throughout the term of your employment. The nature of this program of career and training development will depend on a range of factors including your individual circumstances.

18 Injury and termination

- 18.1 You acknowledge that you are employed to train and play as an elite Rugby player and that you will be unable to perform the obligations set out in this contract if you become ill, injured or unfit.
- 18.2 If, during the term of your employment, you are injured as a result of performing your obligations under this contract (such injury to be verified to the satisfaction

of the ARU or the **[Name of Relevant Union]**), then you will continue to receive your Total Annual Remuneration Package until the term of your Player Contract expires or is otherwise terminated in accordance with its terms.

- 18.3 If, during the term of your employment, you are injured other than whilst performing your obligations under this contract, you agree to undergo a complete physical examination by medical personnel nominated by the ARU or the **[Name of Relevant Union]** in order to determine whether you are physically fit for the discharge of your playing and training obligations set out in this contract.
- 18.4 The medical personnel will furnish a report of the medical examination to the ARU, to the **[Name of Relevant Union]** and to you, setting out an opinion as to whether or not you are fit to play Rugby, and if unfit, whether or not it is likely that you will be unfit for a period of six (6) months or more after the date of the medical examination.
- 18.5 If, following the receipt of the report, in the sole discretion of the ARU and the **[Name of Relevant Union]** you are unfit to play Rugby and are likely to remain unfit for a period of six (6) months or more, the ARU and the **[Name of Relevant Union]** may give you written notice of the termination of your employment. You will be provided with not less than twelve (12) weeks notice (or payment in lieu of notice).
- 18.6 At the conclusion of the notice period, the ARU and the **[Name of Relevant Union]** must pay you all amounts due to you up to the date of termination and, in addition, an amount equivalent to one third of your pro rata Total Annual Remuneration Package for the period between the date of termination and the date specified in Part A of Schedule A.
- 18.7 If, during the term of your employment, you are not selected for a team, squad, or pre-season squad selected by the ARU or the **[Name of Relevant Union]** for a period exceeding twelve (12) months other than by reason of an injury sustained whilst performing your obligations under this contract, the ARU and the **[Name of Relevant Union]** may give you not less than twelve (12) weeks written notice (or payment in lieu of that period of notice) of the termination of your employment. At the conclusion of the notice period, the ARU and the **[Name of Relevant Union]** must pay to you all amounts due to you up to the date of termination and, in addition, an amount equivalent to one half of your pro rata Total Annual Remuneration Package for the period between the date of termination and the date specified in Part A of Schedule A.
- 18.8 Any payments due to you under this clause do not include match payments, which are not payable in respect of matches you do not play.
- 18.9 Your employment will not be terminated in breach of any applicable legislation dealing with illness, injury or workers' compensation.

19 Rules

- 19.1 You agree to be bound by, and to comply with the Bye-laws, Regulations and Resolutions of the Council of the International Rugby Board (**the IRB**), the Bye-laws and Codes of Conduct of the ARU and the **[Name of Relevant Union]**, and

any other by-laws, regulations and codes of conduct in effect during the term of your employment which are not inconsistent with the terms set out in this letter.

- 19.2 You acknowledge that you have reviewed the website of the IRB (www.irb.com) that sets out the Bye-laws, Regulations and Resolutions of the Council of the IRB and have been provided with a copy of the Bye-laws and Codes of Conduct of the ARU and **[Name of Relevant Union]** currently in force prior to signing a copy of this letter.
- 19.3 By signing this letter, you agree to be bound by the Bye-Laws, Regulations and Resolutions of the IRB and the Bye-Laws and Codes of Conduct of the ARU.
- 19.4 If you are unable to access the IRB website prior to signing this letter, please advise the ARU or the **[name of Relevant Union]** and request a copy of the IRB documents to be provided to you.

20 Confidentiality

- 20.1 The financial arrangements in Schedule A to this letter are confidential. The ARU, the **[Name of Relevant Union]** and you agree not to disclose the financial arrangements to any person other than your legal or financial advisers or as required by law. If you breach this clause, your Union may, in its discretion, do one or more of the following:
- (a) fine you;
 - (b) suspend you; or
 - (c) terminate your employment immediately without penalty, other than the payment of all amounts due to you up to the date of termination.

21 Summary termination, fines and suspension

- 21.1 You acknowledge that the ARU, the **[Name of Relevant Union]** and the game of Rugby would be damaged by any impairment of public confidence in the honest and orderly conduct of matches and competitions or in the integrity and good character of Players and other participants.
- 21.2 If you:
- (a) do anything which may adversely affect or reflect on or discredits the game of Rugby, the ARU, the **[Name of Relevant Union]** or any squad, team, competition, tournament, sponsor, official supplier or licensee, including, but not limited to, any illegal act or any act of dishonesty or fraud;
 - (b) breach the terms set out in this letter and do not remedy the breach within fourteen (14) days of receipt of notice in writing from your Union requiring you to remedy the breach;
 - (c) breach the ARU or **[Name of Relevant Union]** Code of Conduct or the ARU's Doping Bye-laws;
 - (d) repeatedly breach the terms set out in this letter;

- (e) repeatedly breach the Laws of the Game relating to Foul Play or Misconduct; or
- (f) assault, abuse, threaten or intimidate a referee or touch judge, whether on or off the field;

then your Union may do one or more of the following:

- (i) fine you;
- (ii) suspend you; or
- (iii) terminate your employment immediately without penalty, other than the payment of all amounts due to you up to the date of termination.

21.3 If your Union fines or suspends you for breaches of the terms set out in this letter:

- (a) the maximum amount of a fine will be equal to twenty-eight (28) days of your annual remuneration set out in Part C; and
- (b) the maximum period of suspension for breaches of the terms set out in this letter will be one (1) month.

21.4 As you will be aware, longer periods of suspension may be imposed by Judiciary Committees and similar bodies for breaches of the Laws of the Game or the Doping Bye-laws.

21.5 If a fine or suspension is imposed other than in the circumstances referred to in clause 21.4, you will be given an opportunity to be heard in person by a committee of three (3) directors of your Union, including one (1) of the Player Directors, or their respective nominees. You must make your request for a hearing within forty eight (48) hours of your being notified of the fine or suspension.

21.6 You agree to pay all fines promptly. If any fines remain outstanding for longer than twenty eight (28) days, your Union may terminate your employment immediately without penalty other than the payment of all amounts due to you up to the date of termination.

21.7 You acknowledge that the ARU will not, without the prior written agreement of RUPA, alter, amend or replace the ARU Code of Conduct or the ARU Anti-Doping Bye-Law in terms of its application to you. If at any time the ARU Code of Conduct or the ARU Anti-Doping Bye-Law are inconsistent with the terms of the Player Contract, then the terms of the ARU Code of Conduct or the ARU Anti-Doping Bye-Law will prevail.

21.8 You acknowledge that the **[Name of Relevant Union]** will not, without the prior written agreement of RUPA, alter, amend or replace the **[Name of Relevant Union]** Code of Conduct in terms of its application to you. If at any time the **[Name of Relevant Union]** Code of Conduct is inconsistent with the terms of the Player Contract, then the terms of the **[Name of Relevant Union]** Code of Conduct will prevail.

21.9 You acknowledge that the pro-rata amount of any payments otherwise due to you under this letter may not be payable during any period of suspension for breaches of the Laws of the Game, Doping Bye-laws or similar requirements, including periods of suspension imposed by Judiciary Committees and similar bodies of the ARU, the **[Name of Relevant Union]** or any competition or tournament in which you participate to a maximum of four (4) weeks other than in respect of a breach

of the Doping Bye-Laws, where a longer period of suspension (and consequently longer periods where your payments may be suspended) may apply.

22 Declaration of Eligibility

You must provide a completed copy of the form as set out in Schedule C to the ARU at the same time you return a signed copy of this letter to the **[Name of relevant union]**.

23 Grievance procedure

- 23.1 You agree to be bound by the grievance procedure set out in Schedule B to this letter.

24 General

- 24.1 The ARU and the **[Name of Relevant Union]** will send all notices and other written communications to you at your address set out above. You must inform the ARU and the **[Name of Relevant Union]** if that address changes.

If you wish to send a notice to the ARU, it should be to:

AUSTRALIAN RUGBY UNION LIMITED
Level 7,
Australian Rugby House
181 Miller Street
NORTH SYDNEY NSW 2059
Fax number: 02 9955 3299.

- 24.2 If you wish to send a notice to the **[Name of Relevant Union]**, it should be to:

[insert address details for the Relevant Union].

- 24.3 When you are employed by the **[Name of Relevant Union]**, your employment will be governed by the laws of **[insert relevant State or Territory]** and you agree to the non-exclusive jurisdiction of the courts of **[insert relevant State or Territory]**. When you are employed by the ARU your employment will be governed by the laws of New South Wales and you agree to the exclusive jurisdiction of the courts of New South Wales.

- 24.4 If any restraint imposed under this letter or any other term of your employment contract is invalid or void to any extent, you agree that the restraint or term will be valid to the extent, if any, that a court thinks fit and that any invalid or void term will be severable from the other terms of your employment contract.

- 24.5 This contract is to be construed subject to any applicable legislation. If any provision of this contract is inconsistent with any applicable legislation which may not be contracted out of, then the terms of the applicable legislation will prevail, and this contract will be inoperative to the extent of any inconsistency.

- 24.6 The ARU and the **[Name of Relevant Union]** believe that this letter sets out all the terms of your contract with the ARU and the **[Name of Relevant Union]** and

that it supersedes any prior agreement you may have had with the ARU or the **[Name of Relevant Union]**. If there are any other matters that you have relied on in our negotiations or discussions to date or any other matters you wish to discuss, please let us know before you sign the attached copy of this letter so that we can consider them and, if necessary, include them in the terms set out in this letter to ensure that it is complete when you sign it.

- 24.7 If you agree to the terms set out in this letter, please sign and date the attached copy of this letter and return it to the **[Name of Relevant Union]** to confirm your acceptance of employment with the ARU and the **[Name of Relevant Union]** on the terms set out above.

Yours sincerely

[Name of Relevant Officer]
Australian Rugby Union Limited

[Name of Relevant Officer]
[Name of Relevant Union]

Schedule A

Name of Player:

PART A

Term:

Commencement Date: []

Termination Date: 31 December [] or on the conclusion of any tour or tournament (other than a State Development Tour) for which you are selected and which commenced prior to 31 December in the year your contract would otherwise expire, whichever is the later.

PART B

Club:

PART C

Remuneration

[\$ during the term of your employment. This amount will be divided into *[number of years of the contract]* equal parts, each part being your Total Annual Remuneration Package. Your Total Annual Remuneration Package will be payable in equal monthly instalments on or before the last day of each calendar month throughout the term of this Player Contract.]

[or for new Players]

[\$ during the term of your employment. This amount includes your Total Annual Remuneration Package of *[insert Annual Remuneration Package]* for *[number of whole years of the contract]* years. In addition, it includes a sum in respect of your service between the date of your engagement and 31 December *[insert year of engagement]*. This additional sum has been calculated using your

Total Annual Remuneration in the first whole calendar year of your engagement on a pro rata basis. Your Total Annual Remuneration Package will be payable in equal monthly instalments payable on or before the last day of each calendar month throughout the term of this Player Contract.]

Other Benefits

PART D

(a) ARU Payments

- (1) Other than during an end of season Wallaby tour (which will be dealt with according to (a)(2) below), you will receive \$10,900 in respect of each Test Match in which you participate as a member of the twenty-two (22) man squad such payment to be increased according to CPI increases annually.
- (2) In respect of Wallaby end of season tours, funds will be allocated and distributed as follows:
 - (A) For every Test Match an amount of \$10,900 will be allocated to each of the twenty-two (22) Players selected in the Wallaby Team for the relevant Test Match such payments to be increased according to CPI increases annually.
 - (B) For every non-Test game on such tour an amount of \$5,450 will be allocated to each of the 22 players selected for the game.
 - (C) Players in the Wallaby touring squad but outside the twenty-two (22) Players participating in either the Test or non-Test match on tour will be allocated an amount equivalent to twenty five percent (25%) of the non-Test or the Test Match payments, whichever the case may be.
- (3) If you are required by the ARU to be involved in a pre-test Wallaby Training Squad camp to assist the Wallabies in preparation and readiness for a Test Match but you are outside the 22 man Wallaby Squad selected for that Test, then you will receive a payment of \$250 per day of attendance at the camp, payable in the next pay period after the ARU has been notified by Wallaby Team Management of your inclusion.

In this clause, “day of attendance at the camp” means a day where you are ready and able to undertake any training activities requested of you at the Training Squad camp location by 9am.

- (4) A player in an Australia “A” side shall receive a payment of \$2,500 in respect of each match.

(b) State or Territory Bonus Arrangements

[As agreed between the Player and the State Union.]

PART E

Promotional and marketing commitments:

(a) Annual commitment

Total Annual Remuneration of Player	Maximum annual promotional and marketing commitment
less than \$100,000	20 days
over \$100,000	No limit

(c) Weekly commitment

- (1) The ARU and ARU sponsors will not require you to attend more than 2 promotional or marketing commitments for or on behalf of sponsors in any one week; and
- (2) The **[Name of Relevant Union]** and **[Name of Relevant Union]** sponsors will not require you to attend more than 2 promotional or marketing commitments for or on behalf of sponsors in any one week.

Schedule B

Grievance Procedure

In order to facilitate the expeditious and orderly handling and resolving of disputes, consonant with the requirements of natural justice and procedural fairness, the following procedures will exclusively apply. At all times whilst a dispute is being dealt with under the provisions of this Schedule a Player must continue to abide by the terms and conditions of their Player Contract.

1 Definitions

In this Grievance Procedure, unless the subject or the context otherwise requires:

- 1.1 **Dispute** means a complaint by a Player concerning the act or omission of a Rugby Body or by a Rugby Body concerning the act or omission of a Player which involves the interpretation of the Standard Player Contract, but does not include any matter arising under clause 21 of this letter.

Dispute does not mean a dispute arising between Rugby Bodies or RUPA concerning the construction or application of or compliance with the Collective Bargaining Agreement. Such a dispute is to be dealt with in accordance with the dispute clause contained in the body of the Collective Bargaining Agreement.

- 1.2 **Mediation** means mediation by the National Sports Dispute Centre pursuant to the rules of that body and the following provisions:
- (a) On or before 30 April in each year during the Term, the Rugby Bodies will confer with RUPA and will agree on a panel of not more than fifteen (15) and not fewer than five (5) mediators selected from a list of mediators registered with the National Sports Dispute Centre (**the Panel**).
 - (b) Failing agreement, the Panel will be constituted by five (5) mediators registered with the National Sports Dispute Centre nominated by the Rugby Bodies and five (5) mediators registered with the National Sports Dispute Centre nominated by RUPA.
 - (c) On each occasion that a mediator is required pursuant to this Schedule B, a mediator will be selected from the Panel by the Registrar of the National Sports Dispute Centre or his or her nominee.
- 1.3 **Rugby Body** mean the Australian Rugby Union Limited (**the ARU**), the New South Wales Rugby Union Limited (**the NSWRU**), the Queensland Rugby Union Limited (**the QRU**), the Australian Capital Territory and Southern New South Wales Rugby Union Ltd (**the ACTRU**) or the Western Australian Rugby Union Inc. (**the WARU**).
- 1.4 **Team Manager** means that person officially appointed by the relevant Rugby Body as the team manager of the Wallabies, the ACTRU Rugby Team, the NSWRU Rugby Team, the QRU Rugby Team or the WARU Rugby Team.

2 Initiation of Grievance Procedure by a Player

- 2.1 If a Player is of the opinion that he has a Dispute with the Rugby Body by which he is employed, the Player must first discuss the Dispute with the Team Manager or his nominee. If the Dispute is not resolved to the satisfaction of the Player as a result of such discussion, the Player or RUPA (with the consent of the Player) may serve a written notice setting out the particulars of the Dispute on the Team Manager.
- 2.2 The Team Manager or his nominee must notify the Player in writing of the Rugby Body's decision in relation to the Dispute within seven (7) days after receipt of the written notice from the Player.
- 2.3 If such decision does not resolve the Dispute to the satisfaction of the Player, the Player or RUPA (with the consent of the Player) may serve a further written notice on the Chief Executive Officer of the Rugby Body. The Chief Executive Officer of the relevant Rugby Body (whichever may be the case) must, within fourteen (14) days of receipt of such notice, refer the Dispute to Mediation.
- 2.4 If Mediation is able to bring about a settlement of the Dispute to the satisfaction of the Player and the relevant Rugby Body, the Mediator must serve a written notice on the Player and the relevant Rugby Body, setting out the terms of such settlement, which terms will upon acceptance by the Rugby Body and the Player be final and binding on the Rugby Body and the Player and (if appropriate) RUPA.

3 Initiation of Grievance Procedure by a Rugby Body

- 3.1 If the Team Manager or his nominee is of the opinion that he has a Dispute with a Player employed by the Rugby Body, the Team Manager or his nominee must first discuss the Dispute with the Player. If the Dispute is not resolved to the satisfaction of the Team Manager or his nominee as a result of such discussion, the Team Manager or his nominee may serve a written notice setting out the particulars of the Dispute on the Player.
- 3.2 The Player must notify the Team Manager or his nominee in writing of the Player's decision in relation to the Dispute within seven (7) days after receipt of the written notice from the Team Manager or his nominee.
- 3.3 If such a decision does not resolve the Dispute to the satisfaction of the Team Manager or his nominee, the Team manager or his nominee may serve a further written notice on the Player and on the Chief Executive Officer of the relevant Rugby Body. The Chief Executive Officer of the relevant Rugby Body must within fourteen (14) days of receipt of such notice refer the Dispute to Mediation.
- 3.4 If Mediation is able to bring about a settlement of the Dispute to the satisfaction of the Player and the Team Manager or his nominee, the Mediator must serve a written notice on the Player and the relevant Rugby Body setting out the terms of such settlement, which terms will upon acceptance by the Player and the Rugby Body be final and binding on the Player and the Rugby Body.

Schedule C

DECLARATION OF ELIGIBILITY OF A PLAYER TO PLAY FOR:

- THE SENIOR FIFTEEN-A-SIDE NATIONAL REPRESENTATIVE TEAM
- THE NEXT SENIOR FIFTEEN-A-SIDE NATIONAL REPRESENTATIVE TEAM OR
- THE SENIOR NATIONAL REPRESENTATIVE SEVENS TEAM OF A UNION

DECLARATION OF PLAYER

I _____ (Name) of _____ (Address) confirm that, I have read and understand the criteria for eligibility set out in Regulation 8 of the IRB Regulations Relating to the Game (IRB Regulations) and I hereby declare that I am eligible to play for _____ Union because:-

Tick applicable box(es)

- I was born in the country for which fifteen-a-side senior National Representative Team or the next senior fifteen-a-side National Representative Team, or the senior National Representative Sevens Team of the Union for which I intend to play; or
- One of my parents or grandparent was born in the country for which senior fifteen-a-side National Representative Team or the next senior fifteen-a-side National Representative Team or the senior National Representative Sevens Team of the Union for which I intend to play; or
- I have completed thirty-six consecutive months of Residence immediately preceding the time of playing in the country for which senior fifteen-a-side National Representative Team or the next senior fifteen-a-side National Representative Team or the senior National Representative Sevens Team of the Union for which I intend to play.

AND

- I have not played for the senior fifteen-a-side National Representative Team or the next senior fifteen-a-side National Representative Team or the senior National Representative Sevens Team of any other Union.¹

I have attached to this declaration relevant documentation² to prove my eligibility to play for the senior fifteen-a-side National Representative Team or the next senior fifteen-a-

¹ If a Player has played for another Union's senior fifteen-a-side National Representative Team or next senior fifteen-a-side National Representative Team or senior National Representative Sevens team, this must be stated on this declaration form. For the avoidance of doubt, Players would only be eligible to play for a second Union if they can demonstrate that they allowed 36 consecutive months to elapse before they played for a second Union and that they played for that second Union before 1 January 2000. Any such Players should submit in writing the circumstances of such participation on a separate sheet.

² Players are expected to provide valid copy birth certificates or other relevant formal documentation in support of their declaration. Players may be requested to provide additional documentation as appropriate in support of their eligibility to play for a senior National Representative Team or the next senior National Representative Team of a Union.

side National Representative Team or the senior National Representative Sevens Team of _____ Union and I understand and accept that if I am found to have played for the senior fifteen-a-side National Representative Team or next senior fifteen-a-side National Representative Team or the senior National Representative Sevens Team of a Union without satisfying the eligibility criteria set out in Regulation 8 of the IRB Regulations, and/or to have provided inaccurate information in this declaration then I and the Union concerned will be subject to sanctions.

PLAYER'S SIGNATURE: _____

DATE: _____

DECLARATION OF UNION

I _____ (Name) the _____ of _____ (Position and Union) hereby declare that the _____ Union has made all such necessary enquiries in relation to the above Player's eligibility to play for the senior fifteen-a-side National Representative Team or the next senior fifteen-a-side National Representative Team or the senior Sevens National Representative Team of the Union. I further declare that the Union is satisfied that the information provided by the Player in his declaration is correct, that the documentation in support of the Player's declaration is valid and that the Player is eligible to play for the senior fifteen-a-side National Representative Team or the next senior fifteen-a-side National Representative Team or the senior National Representative Sevens Team of _____ Union. I understand and accept that if a Player plays for the senior fifteen-a-side National Representative Team or the next senior fifteen-a-side National Representative Team Union or the senior National Representative Sevens Team without satisfying the eligibility criteria set out in Regulation 8 of the IRB Regulations and/or the Union has provided inaccurate information in this declaration then the Union will be subject to the fixed penalty sanctions set out in Regulation 8.

Signed: _____ Date: _____

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Schedule D - Short-Term Player Contract

[Date]

[Name]

[Address]

Confidential

Dear [First Name]

Australian Rugby Short-Term Player Contract

This letter sets out the terms on which the [Name of Relevant Union] (your Union) will employ you to play Rugby and the obligations imposed on you and on your Union.

This letter is intended to create a legally binding employment contract between you and your Union. It will do so when you sign the attached copy of this letter and return it to your Union. Please read this letter carefully and get legal or professional advice on it.

1 Employment by your Union

- 1.1 You will be employed by your Union as a short-term Rugby player for the game or games specified in Part A of the attached Schedule A (which must not exceed a total of four (4) games) and for any associated training, travel or promotional obligations associated with that game or games.
- 1.2 You may have other employment, but it must not interfere with your playing, training, travel and promotional obligations to your Union.
- 1.3 You agree to give your best efforts and loyalty to your Union.

2 Training and playing obligations

- 2.1 During the term of your employment, you must:
 - (a) play Rugby at the dates and venues nominated in Part A of Schedule A;
 - (b) report promptly for and participate fully in all training sessions and squad or team meetings associated with those games, and attend all medical and fitness tests nominated by your Union; and
 - (c) play Rugby to the best of your ability and in accordance with the Laws of the Game and all other applicable rules, regulations and directives.
- 2.2 You must also attend any pre and post-match functions, official presentations, sponsors' functions, official dinners and corporate hospitality functions nominated by your Union.

3 Payment

- 3.1 In consideration of your performing the playing, training and other obligations set out in this letter, your Union will pay you or procure the payment to you of the amount set out in Part B of Schedule A at the times set out in Part B. Your Union will also, if required by legislation, contribute superannuation to a complying fund nominated by you. You warrant that you are already a member of a complying fund.

4 Tickets

- 4.1 For any Home Game played in Australia in which you are required to participate pursuant to the terms of this letter, your Union will provide you with four (4) admission tickets and, where your Union has access for facilities for car parking, one (1) carpark pass.
- 4.2 For the purposes of this clause 4 “Home Game” means:
- (a) for a Test Match, any match played in Australia; and
 - (b) for a Super Tournament match, any match played at your Union’s Super Tournament team’s home ground.

5 Travel

- 5.1 Your Union will where necessary arrange for return travel to, and board and lodging during, any ARU or **[Name of Relevant Union]** training sessions, camps, pre-season, regular season and post-season matches and any promotional, marketing or advertising engagements you are asked to attend outside the city in which you are based, and any overseas tours.
- 5.2 Your Union will also arrange for and pay the premiums for travel insurance to cover you during periods of overseas and interstate travel in the course of your employment.

6 Prohibited activities

- 6.1 During the term of your employment, you must not, without the prior written consent of your Union:
- (a) play Rugby or engage in activities related to Rugby, including strength and conditioning training, other than matches and activities played or performed under the control of or authorised by the ARU or your Union;
 - (b) play any other football code or engage in activities related to any other football code including but not limited to Rugby League or Super League;
 - (c) play other sports, or engage in recreation or other activities, where there is a significant risk of personal injury or there is pre-arranged media coverage or where you are paid for your participation.

- 6.2 You acknowledge that your knowledge, skill and experience as a Rugby player are unique. Your Union will invest time, effort and resources in you as a member of a squad or team, the loss of which cannot be estimated with any certainty and cannot be fairly or adequately compensated by damages. Therefore, you agree that your Union has the right, in addition to any other rights, to prevent or restrain you, including by injunctive relief, from engaging in the activities in paragraphs 6.1 (a) to (c) above.
- 6.3 You warrant that, at the time you sign the attached copy of this letter, you have made no contract, arrangement or commitment (whether or not legally binding) to engage in any of the activities in paragraphs 6.1 (a) and (b) above, and that you have disclosed to your Union any contract, arrangement or commitment you have made to engage in any of the activities in paragraph 6.1 (c) above. You undertake not to make any contract, arrangement or commitment to engage in any of the activities in paragraphs 6.1 (a), (b) and (c) above *during* the term of your employment. You also undertake to notify the **[Name of Relevant Union]** and the ARU in writing within seven (7) days of your making during the term of your employment any contract, arrangement or commitment to engage in any of the activities in paragraphs 6.1 (a) or (b) where the activities are to take place *after* the termination of your employment with your Union.

7 Publicity and promotions

- 7.1 You grant to the ARU and the **[Name of Relevant Union]** during the term of your employment the unlimited right and authority to use your name, image, likeness, talents and reputation in any form or medium for the purpose of publicising and promoting the game of Rugby, the ARU, the **[Name of Relevant Union]**, any ARU or **[Name of Relevant Union]** team or squad and any competition or tournament in which an ARU or **[Name of Relevant Union]** team participates.
- 7.2 You further grant to each of the ARU's four (4) Special Rights Sponsors nominated from time to time by the ARU to the Rugby Union Players' Association Inc (**RUPA**) the unlimited right and authority to use your name, image, likeness, talents and reputation in newspapers, match programs, advertising brochures, magazines, websites or any other printed medium, excluding a billboard, for the purposes of promoting a Special Rights Sponsor's business undertakings. You will be entitled to seek and receive a fee or some other form of consideration if your image is to be used in an ARU Special Rights Sponsor's promotional activity if no other Player's image is used in the promotional activity and the promotional activity uses your image other than in a non-staged action shot format, i.e. playing, training, travelling to or from a match, engaging in pre and post match activities or wearing team uniform.
- 7.3 You further grant to the **[Name of Relevant Union]**'s two (2) Special Rights Sponsors nominated from time to time by **[Name of Relevant Union]** to RUPA the unlimited right to use your name, image, likeness, talents and reputation in newspapers, match programs, advertising brochures, magazines, websites or any other printed medium (excluding a billboard) for the purposes of promoting a Special Rights Sponsor's business undertakings. You will be entitled to seek and receive a fee or some other form of consideration if your image is to be used in a

State Union Special Rights Sponsor's promotional activity if no other Player's image is used in the promotional activity and the promotional activity uses your image other than in a non-staged action shot format, i.e. playing, training, travelling to or from a match, engaging in pre and post match activities or wearing team uniform.

- 7.4 You further grant the ARU's four (4) Special Rights Sponsors and the **[Name of Relevant Union]**'s two (2) Special Rights Sponsors the unlimited right to use your name, image, likeness, talents and reputation in any other form or medium provided that such use is in a group of four (4) or more players and such use does not suggest that one player in the relevant group is endorsing the product to a greater extent than other players in the group and the shot is in the context of playing the game, i.e. playing, training, travelling to or from a match, engaging in pre and post match activities or wearing team uniform. For the purposes of this clause 7.4 a player is not required to be individually identifiable in order to form part of a group of four (4) or more players.
- 7.5 You also grant to each of the ARU's and **[Name of Relevant Union]**'s Non Special Rights Sponsors the unlimited right to use your name, image, likeness, talents and reputation in any form or medium to publicise and promote their business undertakings provided that any such use is in the context of a group of at least four (4) or more players whether or not such players are individually identifiable and the shot is in the context of playing the game, i.e. playing, training, travelling to or from a match, engaging in pre and post match activities or wearing team uniform.
- 7.6 Notwithstanding anything else in this agreement, you acknowledge and agree that a Rugby Body is entitled to grant to any sponsor, licensee or sub-licensee of a Rugby Body unlimited access to and use of match footage for promotional or marketing purposes without the need for your consent or the payment of any fee.
- 7.7 You acknowledge and agree that:
- (a) the ARU or **[Name of Relevant Union]** may use your signature for any Licensing Activity provided that the ARU or **[Name of Relevant Union]** has obtained your consent for each such Licensing Activity; and
 - (b) you are deemed to have already given your consent for the use of your signature on the following range of products produced now or in the future by the ARU or **[Name of Relevant Union]** or their licensees or sponsors, pursuant to Licensing Activities:
 - (i) limited edition signed memorabilia jerseys;
 - (ii) insignia mini-jerseys;
 - (iii) clothing (other than rugby jerseys);
 - (iv) sporting calendars;
 - (v) footballs;
 - (vi) mugs;
 - (vii) photographs;
 - (viii) lithographs;

- (ix) trading cards;
- (x) artistic work which includes composite photographic images; and
- (xi) any other products as are agreed by yourself, RUPA and a Rugby Body from time to time.

In this clause 7.7 “Licensing Activity” means the provision of services, all product sales, sales promotions, advertising, endorsement arrangements, licensing and merchandising undertaken by the ARU or **[Name of Relevant Union]** or any of them, their licensees or sponsors or any permitted sub-licensees, such activities involving the use of the trademark, brand logo, name or any other indicia or intellectual property of the ARU or **[Name of Relevant Union]**;

- 7.8 Any requests for your consent to use your signature in relation to products for Licensing Activities, other than those referred to in clause 7.7 (b), will be made in writing by the ARU or **[Name of Relevant Union]** to RUPA.
- 7.9 You acknowledge that, subject to clause 7.10, RUPA has ten (10) business days from the date the request is sent by the ARU or **[Name of Relevant Union]** to RUPA in which to grant or refuse consent to the use of your signature. Should a response not be received by this time your consent will be deemed to have been given. You agree that the ARU may rely on consent from RUPA on your behalf under this clause 7.9 without any enquiry into RUPA’s authority.
- 7.10 You agree that any request by the ARU or **[Name of Relevant Union]** to use your signature shall not be unreasonably withheld.
- 7.11 During the term of your employment you must:
- (a) be available to participate in promotional, marketing and advertising activities as required by the ARU or the **[Name of Relevant Union]** including but not limited to for the purpose of giving effect to clauses 7.1 to 7.5;
 - (b) co-operate with the ARU or the **[Name of Relevant Union]**, the media (in particular the holders of broadcasting rights for Rugby), sponsors, official suppliers and licensees and any other person reasonably required by the ARU or the **[Name of Relevant Union]** in relation to any promotional, marketing or advertising activities;
 - (c) make personal appearances at various events and functions, appearances on television and radio programs and in advertisements as required by the ARU or the **[Name of Relevant Union]**;
 - (d) give interviews to television, radio, newspaper or magazine journalists as required by the ARU or the **[Name of Relevant Union]**; and
 - (e) use and endorse nominated products or services as required by the ARU or **[Name of Relevant Union]**.
- 7.12 Except for promotional and publicity appearances by Wallabies during a Test Match Assembly Period, you will not be required to attend any promotional or publicity engagement unless the ARU or the **[Name of Relevant Union]** has provided you with seven days notice of the engagement and with details of the scheduled time and location of the engagement.

- 7.13 You will not be required to use or endorse any products or services where you have a religious or moral objection to doing so. Should you at any time indicate you have such an objection you must, at the request of the ARU or the [**Name of Relevant Union**] provide a statutory declaration setting out the basis of the objection.
- 7.14 You agree to co-operate with the ARU or [**Name of Relevant Union**] by not, otherwise than in accordance with this letter, signing any jerseys, footballs or other materials on a group or team basis, and will work with the ARU or [**Name of Relevant Union**] and RUPA to minimise third parties obtaining signed materials other than by way of individual “doorstep” signatures.
- 7.15 You agree that promotional, marketing and advertising material referring to you or incorporating your name, image, likeness, talents and reputation or signature may continue to be used for a period of two (2) years after the termination of your employment, except where the material includes solo appearances or personal endorsements.
- 7.16 During the term of your employment you must not:
- (a) engage in any other promotional, marketing or advertising activities of any kind whatsoever; or
 - (b) make any contract, arrangement or commitment (whether or not legally binding) that requires or permits the use or exploitation of your name, image, likeness, talents or reputation for any other promotional, marketing or advertising activities;
- without the prior written consent of the ARU and the [**Name of Relevant Union**]. The ARU’s and the [**Name of Relevant Union**]’s consent may be withheld if those activities:
- (i) relate to products or services competitive with those of sponsors, official suppliers or licensees (existing or under negotiation) of the ARU or the [**Name of Relevant Union**] which have been nominated to RUPA from time to time;
 - (ii) involve the disclosure of confidential or sensitive information or are critical of or prejudicial to the interests of the ARU, the [**Name of Relevant Union**] or the game of Rugby;
 - (iii) tend to bring the game into disrepute;
 - (iv) conflict or interfere with your obligations set out in this letter;
 - (v) involve the use of any names, logos or other intellectual property of the ARU or the [**Name of Relevant Union**], in particular any official playing uniform; or
 - (vi) includes any term or provision limiting, restricting or preventing you from participating in any sponsorship, promotional or marketing activity as directed by the ARU or [**Name of Relevant Union**] during the term of your employment with the ARU or [**Name of Relevant Union**].
- 7.17 You warrant that before signing the attached copy of this letter you have disclosed to the ARU and to the [**Name of Relevant Union**] full details of any contract,

arrangement or commitment (whether or not legally binding) you have already made to engage in promotional, marketing or advertising activities.

- 7.18 Your obligations to participate and co-operate with the ARU or **[Name of Relevant Union]** in accordance with this clause 7 during the course of your employment with the ARU or **[Name of Relevant Union]** will apply irrespective of whether you are, at the time your participation or co-operation is required, employed by the ARU or **[Name of Relevant Union]** under this contract.

8 Nominated clothing, equipment and accessories

- 8.1 Your Union, sponsors and official suppliers may require you to wear nominated clothing and to use nominated equipment and accessories. You will be provided by your Union with the nominated clothing you are required to wear and the nominated equipment and accessories you are required to use. You agree to wear such clothing and to use such equipment and accessories as required for all official playing, training (including training camps), promotional and travelling obligations (including travelling to and from training camps).
- 8.2 You must not remove, alter or obscure any brands or other identification of any manufacturer, sponsor or official supplier from any clothing, equipment or accessories that your Union requires you to wear or use.
- 8.3 You must not use the names, logos or other property of the ARU or the **[Name of Relevant Union]**, or any clothing, equipment or accessories provided to you in connection with your employment, for any purpose not expressly authorised by your Union.
- 8.4 Subject to this clause, you are entitled to use the boots of your choice during both matches and training sessions. Unless otherwise approved by the ARU or the **[Name of Relevant Union]** the boots worn during matches must be predominately black and white in colour.
- 8.5 In accordance with clause 7.16 of this Player Contract, you are entitled to enter into commercial agreements to promote and endorse publicly the playing boot of your choice. Such agreement must relate only to playing boots.

9 Health insurance

- 9.1 You warrant that you are a financial member of, and contributor to, a registered health fund approved by your Union. You undertake to ensure by prompt payment of contributions as and when they fall due and by compliance with all other rules and regulations of the fund that you will remain at all times eligible to receive, in case of sickness, injury or other contingencies covered by the fund, the maximum benefits offered by the fund and available on payment of the highest contributions. You acknowledge that your Union is not liable at any time for your contributions, nor to make any payment to you upon your failure to comply with your obligations under this clause. Your Union may at any time require you to produce proof of membership and financial status in your health fund.

- 9.2 You must promptly report to your Union's medical advisers any injury, illness or ailment sustained during, or arising out of or in the course of your employment with your Union or which is of a kind likely to prevent you from performing any of your obligations under this letter.

10 Physical condition and selection

- 10.1 You acknowledge that you are competing with other players for a position in the squads and teams selected by your Union. You also acknowledge that your selection in your Union's squads or teams is a matter within the complete discretion of your Union.
- 10.2 You warrant to your Union that to the best of your knowledge you are in excellent physical condition, and you undertake to take all reasonable steps to maintain yourself in excellent physical condition (save for injury suffered or incurred in the performance of your obligations set out in this letter) including following reasonable directions by the ARU or the **[Name of Relevant Union]** in relation to the treatment of any injury or other condition.
- 10.3 You agree to undergo complete physical examinations by medical personnel nominated by your Union upon request. During any physical examination, you agree to make full and complete disclosure to the medical personnel of any physical or mental condition you are aware of, including but not limited to any medication or treatment you are having, which would or might impair the performance of your obligations set out in this letter, and of any form of supplementation you are taking, and to respond fully and in good faith to all questions about any such condition, medication, treatment or supplementation. You also agree to provide samples for drug testing whenever you are required to do so by the Australian Sports Drug Agency or any other body recognised by the ARU.
- 10.4 Your medical records and the results of any drug tests will be kept confidential by your Union. Your Union will not, except in the event of an emergency or under compulsion of law, release these details to any third party without your prior written permission.
- 10.5 If you breach these obligations in clause 10, then your Union may terminate your employment immediately without penalty other than the payment of all amounts due to you up to the date of termination.

11 Rules

- 11.1 You agree to be bound by, and to comply with the Bye-laws, Regulations and Resolutions of the Council of the International Rugby Board (**the IRB**), the Bye-laws and Codes of Conduct of the ARU and the **[Name of Relevant Union]**, and any other by-laws, regulations and codes of conduct in effect during the term of your employment which are not inconsistent with the terms set out in this letter.
- 11.2 You acknowledge that you have reviewed the website of the IRB (www.irb.com) that sets out the Bye-laws, Regulations and Resolutions of the Council of the IRB and have been provided with a copy of the Bye-laws and Codes of Conduct of the

ARU and **[Name of Relevant Union]** currently in force prior to signing a copy of this letter.

- 11.3 By signing this letter, you agree to be bound by the Bye-laws, Regulations and Resolutions of the IRB and the Bye-laws and Codes of Conduct of the ARU.
- 11.4 If you are unable to access the IRB website prior to signing this letter, please advise the ARU or the **[name of Relevant Union]** and request a copy of the IRB documents to be provided to you.

12 Confidentiality

- 12.1 The financial arrangements in Schedule A to this letter are confidential and you and your Union agree not to disclose them to any person other than your legal or financial advisers or as required by law. If you breach this clause, your Union may in its discretion terminate your employment immediately without penalty other than the payment of all amounts due to you up to the date of termination.

13 Summary termination, fines and suspension

- 13.1 You acknowledge that the ARU, the **[Name of Relevant Union]** and the game of Rugby would be damaged by any impairment of public confidence in the honest and orderly conduct of matches and competitions or in the integrity and good character of players and other participants.

13.2 If you:

- (a) do anything which may adversely affect or reflect on or discredits the game of Rugby, the ARU, the **[Name of Relevant Union]** or any squad, team, competition, tournament, sponsor, official supplier or licensee, including, but not limited to, any illegal act or any act of dishonesty or fraud;
- (b) breach the terms set out in this letter and do not remedy the breach within fourteen (14) days of receipt of notice in writing from your Union requiring you to remedy the breach;
- (c) breach the ARU or **[Name of Relevant Union]** Code of Conduct or the ARU's Doping Bye-laws;
- (d) repeatedly breach the terms set out in this letter;
- (e) repeatedly breach the Laws of the Game relating to Foul Play or Misconduct; or
- (f) assault, abuse, threaten or intimidate a referee or touch judge, whether on or off the field;

then your Union may do one or more of the following:

- (i) fine you;
- (ii) suspend you; or
- (iii) terminate your employment immediately without penalty, other than the payment of all amounts due to you up to the date of termination.

- 13.3 If your Union fines or suspends you for breaches of the terms set out in this letter:
- (a) the maximum amount of a fine will be equal to twenty-eight (28) days of your remuneration as set out in Part B; and
 - (b) the maximum period of suspension for breaches of the terms set out in this letter will be one (1) month.
- 13.4 As you will be aware, longer periods of suspension may be imposed by Judiciary Committees and similar bodies for breaches of the Laws of the Game or the Doping Bye-laws.
- 13.5 If a fine or suspension is imposed other than in the circumstances referred to in clause 13.4, you will be given an opportunity to be heard in person by a committee of three (3) directors of your Union, including one (1) of the Player Directors, or their respective nominees. You must make your request for a hearing within forty eight (48) hours of your being notified of the fine or suspension.
- 13.6 You agree to pay all fines promptly. If any fines remain outstanding for longer than twenty eight (28) days, your Union may terminate your employment immediately without penalty other than the payment of all amounts due to you up to the date of termination.
- 13.7 You acknowledge that the ARU will not, without the prior written agreement of RUPA, alter, amend or replace the ARU Code of Conduct or the ARU Anti-Doping Bye-Law in terms of its application to you. If at any time the ARU Code of Conduct or the ARU Anti-Doping Bye-Law are inconsistent with the terms of the Player Contract, then the terms of the ARU Code of Conduct or the ARU Anti-Doping Bye-Law will prevail.
- 13.8 You acknowledge that the **[Name of Relevant Union]** will not, without the prior written agreement of RUPA, alter, amend or replace the **[Name of Relevant Union]** Code of Conduct in terms of its application to you. If at any time the **[Name of Relevant Union]** Code of Conduct is inconsistent with the terms of the Player Contract, then the terms of the **[Name of Relevant Union]** Code of Conduct will prevail.
- 13.9 You acknowledge that the pro-rata amount of any payments otherwise due to you under this letter may not be payable during any period of suspension for breaches of the Laws of the Game, Doping Bye-laws or similar requirements, including periods of suspension imposed by Judiciary Committees and similar bodies of the ARU, the **[Name of Relevant Union]** or any competition or tournament in which you participate to a maximum of four (4) weeks other than in respect of a breach of the Doping Bye-Laws, where a longer period of suspension (and consequently longer periods where your payments may be suspended) may apply.

14 Grievance procedure

- 14.1 You agree to be bound by the grievance procedure set out in Schedule B to this letter.

15 General

- 15.1 Your Union will send all notices and other written communications to you at your address set out above. You must inform your Union if that address changes.
- 15.2 If you wish to send a notice to your Union, it should be to:
[insert address details for the Relevant Union].
- 15.3 When you are employed by the **[Name of Relevant Union]**, your employment will be governed by the laws of **[insert relevant State or Territory]** and you agree to the non-exclusive jurisdiction of the courts of **[insert relevant State or Territory]**. When you are employed by the ARU your employment will be governed by the laws of New South Wales and you agree to the exclusive jurisdiction of the courts of New South Wales.
- 15.4 If any restraint imposed under this letter or any other term of your employment contract is invalid or void to any extent, you agree that the restraint or term will be valid to the extent, if any, that a court thinks fit and that any invalid or void term will be severable from the other terms of your employment contract.
- 15.5 This contract is to be construed subject to any applicable legislation. If any provision of this contract is inconsistent with any applicable legislation which may not be contracted out of, then the terms of the applicable legislation will prevail, and this contract will be inoperative to the extent of any inconsistency.
- 15.6 Your Union believes that this letter sets out all the terms of your contract with your Union and that it supersedes any prior agreement you may have had with your Union. If there are any other matters that you have relied on in our negotiations or discussions to date or any other matters you wish to discuss, please let us know before you sign the attached copy of this letter so that we can consider them and, if necessary, include them in the terms set out in this letter to ensure that it is complete when you sign it.
- 15.7 If you agree to the terms set out in this letter, please sign and date the attached copy of this letter and return it to your Union to confirm your acceptance of employment with your Union on the terms set out above.

Yours sincerely

[Name of Relevant Officer]
[Name of Relevant Union]

[Name of Relevant Officer]
Australian Rugby Union Limited

Schedule A

Name of Player:

Part A

Game or games to be played:

Part B

Remuneration:

Date of Payment:

Schedule B

Grievance Procedure

In order to facilitate the expeditious and orderly handling and resolving of disputes, consonant with the requirements of natural justice and procedural fairness, the following procedures will exclusively apply. At all times whilst a dispute is being dealt with under the provisions of this Schedule a Player must continue to abide by the terms and conditions of their Player Contract.

1 Definitions

In this Grievance Procedure, unless the subject or the context otherwise requires:

Dispute means a complaint by a Player concerning the act or omission of a Rugby Body or by a Rugby Body concerning the act or omission of a Player which involves the existence or interpretation of or compliance with the Standard Short-term Player Contract. Dispute does not include matters arising under clause 13 of this letter.

Dispute does not mean a dispute arising between Rugby Bodies or the RUPA concerning the construction or application of or compliance with the Collective Bargaining Agreement. Such a dispute is to be dealt with in accordance with the dispute clause contained in the body of the Collective Bargaining Agreement.

Mediation means mediation by the National Sports Dispute Centre pursuant to the rules of that body and the following provisions:

- (a) On or before 30 April in each year during the Term, the Rugby Bodies will confer with RUPA and will agree on a panel of not more than fifteen (15) and not fewer than five (5) mediators selected from a list of mediators registered with the National Sports Dispute Centre (**the Panel**).
- (b) Failing agreement, the Panel will be constituted by five (5) mediators registered with the National Sports Dispute Centre nominated by the Rugby Bodies and five (5) mediators registered with the National Sports Dispute Centre nominated by RUPA.
- (c) On each occasion that a mediator is required pursuant to this Schedule B, a mediator will be selected from the Panel by the Registrar of the National Sports Dispute Centre or his or her nominee.

Rugby Body means the Australian Rugby Union Limited (**the ARU**), the New South Wales Rugby Union Limited (**the NSWRU**), the Queensland Rugby Union Limited (**the QRU**), the Australian Capital Territory and Southern New South Wales Rugby Union (**the ACTRU**) or the Western Australian Rugby Union (**the WARU**).

Team Manager means that person officially appointed by the relevant Rugby Body as the team manager of the Wallabies, the ACTRU Rugby Team, the NSWRU Rugby Team, the QRU Rugby Team or the WARU Rugby Team.

2 Initiation of Grievance Procedure by a Player

- 2.1 If a Player is of the opinion that he has a Dispute with the Rugby Body by which he is employed, the Player must first discuss the Dispute with the Team Manager or his nominee. If the Dispute is not resolved to the satisfaction of the Player as a result of such discussion, the Player or RUPA (with the consent of the Player) may serve a written notice setting out the particulars of the Dispute on the Team Manager or his nominee.
- 2.2 The Team Manager or his nominee must notify the Player in writing of the Rugby Body's decision in relation to the Dispute within seven (7) days after receipt of the written notice from the Player.
- 2.3 If such decision does not resolve the Dispute to the satisfaction of the Player, the Player or RUPA (with the consent of the Player) may serve a further written notice on the Chief Executive Officer of the Rugby Body. The Chief Executive Officer of the relevant Rugby Body (whichever may be the case) must, within fourteen (14) days of receipt of such notice, refer the Dispute to Mediation.
- 2.4 If Mediation is able to bring about a settlement of the Dispute to the satisfaction of the Player and the relevant Rugby Body, the Mediator must serve a written notice on the Player and the relevant Rugby Body, setting out the terms of such settlement, which terms will upon acceptance by the Rugby Body and the Player be final and binding on the Rugby Body and the Player and (if appropriate) RUPA.

3 Initiation of Grievance Procedure by a Rugby Body

- 3.1 If the Team Manager or his nominee is of the opinion that he has a Dispute with a Player employed by the Rugby Body, the Team Manager or his nominee must first discuss the Dispute with the Player. If the Dispute is not resolved to the satisfaction of the Team Manager or his nominee as a result of such discussion, the Team Manager or his nominee may serve a written notice setting out the particulars of the Dispute on the Player.
- 3.2 The Player must notify the Team Manager or his nominee in writing of the Player's decision in relation to the Dispute within seven (7) days after receipt of the written notice from the Team Manager or his nominee.
- 3.3 If such a decision does not resolve the Dispute to the satisfaction of the Team Manager or his nominee, the Team manager or his nominee may serve a further written notice on the Player and on the Chief Executive Officer of the relevant Rugby Body. The Chief Executive Officer of the relevant Rugby Body must within fourteen (14) days of receipt of such notice refer the Dispute to Mediation.
- 3.4 If Mediation is able to bring about a settlement of the Dispute to the satisfaction of the Player and the Team Manager or his nominee, the Mediator must serve a written notice on the Player and the relevant Rugby Body setting out the terms of such settlement, which terms will upon acceptance by the Player and the Rugby Body be final and binding on the Player and the Rugby Body.

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Schedule E- Rookie Contract

[Date]

[Name]

[Address]

Confidential

Dear [First Name]

Australian Rugby Rookie Contract

This letter sets out the terms on which the Australian Rugby Union Limited (**the ARU**) and the **[Name of Relevant Union()]** will employ you to play Rugby and the obligations imposed on you and on the ARU and the **[Name of Relevant Union]**.

This letter is intended to create a legally binding employment contract between you and the **[Name of Relevant Union]**. It will do so when you sign the attached copy of this letter and return it to the **[Name of Relevant Union]**. Please read this letter carefully and get legal or professional advice on it.

1 Employment by your Union

- 1.1 You will initially be employed by **[Name of Relevant Union]**. Whilst so employed you owe the **[Name of Relevant Union]** all the obligations set out in this letter.
- 1.2 It is a condition of your employment that you have not previously entered into a professional contract (excluding an Academy Contract) in which you agreed to provide professional rugby services for any national rugby union body or any organisation whose highest representative team participates in the Super Tournament.
- 1.3 Whilst you are employed by the **[Name of Relevant Union]**, the ARU, by notice in writing to you and to the **[Name of Relevant Union]**, may require that, from the date stated in the notice, you will become an employee of the ARU on the terms and conditions set out in this letter. You will be employed by the ARU from that date and will owe to the ARU all the obligations set out in this letter unless and until the **[Name of Relevant Union]** again becomes your employer or the contract otherwise comes to an end.
- 1.4 You will only ever have one employer at a time (the ARU or the **[Name of Relevant Union]**). You will not be subject to direction from both of those bodies at any one time and, subject to any specific provision in this letter, nor will you owe the obligations set out in this letter to both of those bodies at any one time. For ease of reference, the term "your Union" is used throughout this letter to refer

to whichever of the ARU or the **[Name of Relevant Union]** is your employer at the relevant time.

- 1.5 While you are employed by the ARU, the ARU may, by notice in writing to you and to the **[Name of Relevant Union]**, require that you again become employed by the **[Name of Relevant Union]**. You will thereafter be employed by the **[Name of Relevant Union]** and you will owe it all the obligations set out in this letter.
- 1.6 The ARU and the **[Name of Relevant Union]** agree that the ARU will not require you to become employed by the ARU pursuant to this clause more than twice in any calendar year, and not in circumstances which would prevent you from playing, training or engaging in promotional activities for the **[Name of Relevant Union]** in Super or State of the Union matches (or any replacement competition), without the prior written consent of the **[Name of Relevant Union]**.
- 1.7 The ARU and the **[Name of Relevant Union]** agree that on any occasion on which you cease to become employed by one of those Unions and become employed by the other pursuant to this clause, the Union by which you are for the time being employed will provide or arrange for the provision to you of all payments and benefits under this contract and further agree that for the purposes of accrual of leave, superannuation and other employment benefits provided by this contract or required by statute, both Unions will regard your service as continuous and unbroken.
- 1.8 In signing this letter you irrevocably consent to becoming employed by one or other Union from time to time on the basis set out in this clause.

2 Term

- 2.1 Your employment with the ARU and the **[Name of Relevant Union]** under the terms of this player contract will be for a fixed term commencing on the date you sign this letter or 1 October **[insert year]** (whichever is later) and continuing until the date specified in Schedule A of this contract, unless terminated earlier in any manner referred to below.
- 2.2 The ARU or the **[Name of Relevant Union]** may, in their absolute discretion, offer to extend the term of this player contract for a period of up to twelve months from the date specified in Part A of the attached Schedule A. In the event that you accept this offer, your employment will continue until the date specified by the ARU or the **[Name of Relevant Union]** at the time the offer to extend this player contract was made, unless terminated earlier in any manner referred to below.

3 Full-time employment

- 3.1 The ARU and the **[Name of Relevant Union]** are employing you as a developing Rugby player. This is a full time occupation. You must not have other employment, unless your other employment is first agreed in writing by the Chief Executive Officer of **[Name of Relevant Union]** or their nominee. Requests for permission to have other employment must be made in writing.

- 3.2 You agree to give your best efforts and loyalty as and when required to your Union.

4 Your Club

- 4.1 It is a condition of your employment contract that you make yourself available to train with and play for your Club when you are not required by your Union. Your Union may direct you not to play for or train with your Club if playing for or training with your Club would in the opinion of your Union interfere with your obligations to it.
- 4.2 If you have not nominated your Club in Part B of Schedule A, you must do so not later than thirty (30) days prior to the commencement of the Australian domestic Rugby season.
- 4.3 If you do not nominate your Club, then your Union may by notice in writing direct which Club you must make yourself available to train with and play for. You agree to make yourself available to train with and play for any Club so nominated by your Union.
- 4.4 If you wish to change your nominated Club, you may apply in writing to the Chief Executive Officer of your Union or their nominee.

5 Training and Playing Obligations

- 5.1 During the term of your employment, you must:
- (a) play Rugby in the teams and at the dates, times and venues nominated by your Union;
 - (b) report promptly for and participate fully in all pre-season, regular season and post-season camps and training sessions and squad or team meetings nominated by your Union;
 - (c) participate fully in all tours nominated by your Union;
 - (d) attend all fitness tests required by your Union; and
 - (e) play Rugby to the best of your ability and in accordance with the Laws of the Game and all other applicable rules, regulations and directives.
- 5.2 You must also attend any pre and post-match functions, official presentations, sponsors' functions, official dinners and corporate hospitality functions nominated by your Union.

6 Payment

- 6.1 In consideration of your performing the training, playing and other obligations set out in this letter, your Union will pay you or procure the payment to you of the amount set out in Part C of Schedule A at the times set out in Part C. This amount is your Total Annual Remuneration Package and must be taken as a combination of base salary and superannuation (which must be a minimum of nine percent

(9%) of base salary or such percentage as is required to satisfy any obligations which arise under the superannuation guarantee charge legislation).

- 6.2 You may also have the option of other fringe benefits in accordance with your Union's remuneration packaging guidelines (as those guidelines are amended by your Union from time to time). The amount of any fringe benefits tax relating to any fringe benefits you select will be deducted from your package.
- 1.1 If you are to receive any other payments and benefits they will be as set out in Part C or Part D of Schedule A.

7 Tickets

- 7.1 For any Home Game played in Australia in which you are required to participate pursuant to the terms of this letter, your Union will provide you with four (4) admission tickets and, where your Union has access to facilities for car parking, one (1) carpark pass.
- 7.2 For the purposes of this clause 7 "Home Game" means:
- (a) for a Test Match, any match played in Australia; and
 - (b) for a Super 12 match, any Match played at your Union's Super Tournament team's home ground.

8 Travel

- 8.1 The ARU or the **[Name of Relevant Union]** will where necessary arrange for return travel to, and board and lodging during, any ARU or **[Name of Relevant Union]** training sessions, camps, pre-season, regular season and post-season matches and any promotional, marketing or advertising engagements you are asked to attend outside the city in which you are based, and any overseas tours.
- 8.2 The ARU or the **[Name of Relevant Union]** will also arrange for and pay the premiums for travel insurance to cover you during periods of overseas and interstate travel in the course of your employment.

9 Break between seasons, annual leave and rest periods

- 9.1 You will be entitled to a break between seasons, annual leave and rest periods as set out in Schedule D of this letter.

10 Sick leave

- 10.1 You will be entitled to eight (8) days sick leave annually. Your sick leave entitlement will not accrue from year to year. You may take sick leave if, in the opinion of a medical practitioner, you are prevented by your illness or injury from training, playing or attending functions and promotional activities. You must provide a medical certificate in relation to any sick leave you take.

11 Compassionate leave

- 11.1 You will be entitled to a maximum of three (3) days leave on the death of your spouse, parent or step-parent, child or step-child, grandparent, sibling, de-facto spouse, parent in-law or a member of your immediate domestic household.

12 Prohibited activities

- 12.1 During the term of your employment, you must not, without the prior written consent of the ARU or the **[Name of Relevant Union]**:
- (a) play Rugby or engage in activities related to Rugby, including strength and conditioning training, other than matches and activities played or performed under the control of or authorised by the ARU or the **[Name of Relevant Union]**;
 - (b) play any other football code or engage in activities related to any other football code including but not limited to Rugby League or Super League;
 - (c) play other sports, or engage in recreation or other activities, where there is a significant risk of personal injury or there is pre-arranged media coverage or where you are paid for your participation.
- 12.2 You acknowledge that your knowledge, skill and experience as a Rugby player are unique. the ARU or the **[Name of Relevant Union]** will invest time, effort and resources in you as a member of a squad or team, the loss of which cannot be estimated with any certainty and cannot be fairly or adequately compensated by damages. Therefore, you agree that the ARU or the **[Name of Relevant Union]** has the right, in addition to any other rights, to prevent or restrain you, including by injunctive relief, from engaging in the activities in paragraphs 12.1(a) to (c) above.
- 12.3 You warrant that, at the time you sign the attached copy of this letter, you have made no contract, arrangement or commitment (whether or not legally binding) to engage in any of the activities in paragraphs 12.1(a) and (b) above, and that you have disclosed to the ARU and the **[Name of Relevant Union]** any contract, arrangement or commitment you have made to engage in any of the activities in paragraph 12.1(c) above. You undertake not to make any contract, arrangement or commitment to engage in any of the activities in paragraphs 12.1(a), (b) and (c) above *during* the term of your employment. You also undertake to notify the **[Name of Relevant Union]** and the ARU in writing within seven (7) days of your making during the term of your employment any contract, arrangement or commitment to engage in any of the activities in paragraphs 6.1 (a) or (b) where the activities are to take place *after* the termination of your employment with the ARU or the **[Name of Relevant Union]**.

13 Publicity and promotions

- 13.1 You grant to the ARU and the **[Name of Relevant Union]** during the term of your employment the unlimited authority to use your name, image, likeness, talents and reputation in any form or medium for the purpose of publicising and promoting

the game of Rugby, the ARU, the **[Name of Relevant Union]** , any ARU or the **[Name of Relevant Union]** team or squad and any competition or tournament in which an ARU or the **[Name of Relevant Union]** team participates.

- 13.2 You further grant to each of the ARU's four (4) Special Rights Sponsors nominated from time to time by the ARU to the Rugby Union Players' Association Inc (**RUPA**) the unlimited right and authority to use your name, image, likeness, talents and reputation in newspapers, match programs, advertising brochures, magazines, websites or any other printed medium, excluding a billboard, for the purposes of promoting a Special Rights Sponsor's business undertakings. You will be entitled to seek and receive a fee or some other form of consideration if your image is to be used in an ARU Special Rights Sponsor's promotional activity if no other Player's image is used in the promotional activity and the promotional activity uses your image other than in a non-staged action shot format, i.e. playing, training, travelling to or from a match, engaging in pre and post match activities or wearing team uniform.
- 13.3 You further grant to the **[Name of Relevant Union]**'s two (2) Special Rights Sponsors nominated from time to time by **[Name of Relevant Union]** to RUPA the unlimited right to use your name, image, likeness, talents and reputation in newspapers, match programs, advertising brochures, magazines, websites or any other printed medium (excluding a billboard) for the purposes of promoting a Special Rights Sponsor's business undertakings. You will be entitled to seek and receive a fee or some other form of consideration if your image is to be used in a State Union Special Rights Sponsor's promotional activity if no other Player's image is used in the promotional activity and the promotional activity uses your image other than in a non-staged action shot format, i.e. playing, training, travelling to or from a match, engaging in pre and post match activities or wearing team uniform.
- 13.4 You further grant the ARU's four (4) Special Rights Sponsors and the **[Name of Relevant Union]**'s two (2) Special Rights Sponsors the unlimited right to use your name, image, likeness, talents and reputation in any form or medium provided that such use is in a group of four (4) or more players and such use does not suggest that one player in the relevant group is endorsing the product to a greater extent than other Players in the group and the shot is in the context of playing the game, i.e. playing, training, travelling to or from a match, engaging in pre and post match activities or wearing team uniform. For the purposes of this clause 13.4 a player is not required to be individually identifiable in order to form part of a group of four (4) or more players.
- 13.5 You also grant to each of the ARU's and **[Name of Relevant Union]**'s Non Special Rights Sponsors the unlimited right to use your name, image, likeness, talents and reputation in any form or medium to publicise and promote their business undertakings provided that any such use is in the context of a group of at least four (4) or more players whether or not such players are individually identifiable and the shot is in the context of playing the game, i.e. playing, training, travelling to or from a match, engaging in pre and post match activities or wearing team uniform.
- 13.6 Notwithstanding anything else in this agreement, you acknowledge and agree that the ARU and **[Name of Relevant Union]** are entitled to grant to any sponsor,

licensee or sub-licensee of a Rugby Body unlimited access to and use of match footage for promotional or marketing purposes without the need for the your consent or the payment of any fee.

13.7 You acknowledge and agree that:

- (a) the ARU or **[Name of Relevant Union]** may use your signature for any Licensing Activity provided that the ARU or **[Name of Relevant Union]** has obtained your consent for each such Licensing Activity; and
- (b) you are deemed to have already given your consent for the use of your signature on the following range of products produced now or in the future by the ARU or **[Name of Relevant Union]** or their licensees or sponsors, pursuant to Licensing Activities:
 - (i) limited edition signed memorabilia jerseys;
 - (ii) insignia mini-jerseys;
 - (iii) clothing (other than rugby jerseys);
 - (iv) sporting calendars;
 - (v) footballs;
 - (vi) mugs;
 - (vii) photographs;
 - (viii) lithographs;
 - (ix) trading cards;
 - (x) artistic works which include composite photographic images; and
 - (xi) any other products as are agreed by yourself, RUPA and a Rugby Body from time to time.

In this clause **Error! Reference source not found.** “Licensing Activity” means the provision of services, all product sales, sales promotions, advertising, endorsement arrangements, licensing and merchandising undertaken by the ARU or **[Name of Relevant Union]** or any of them, their licensees or sponsors or any permitted sub-licensees, such activities involving the use of the trademark, brand logo, name or any other indicia or intellectual property of the ARU or **[Name of Relevant Union]**;

13.8 Any requests for your consent to use your signature in relation to products for Licensing Activities, other than those referred to in clause **Error! Reference source not found.**(b), will be made in writing by the ARU or **[Name of Relevant Union]** to RUPA.

13.9 You acknowledge that, subject to clause **Error! Reference source not found.**, RUPA has ten (10) business days from the date the request is sent by the ARU or **[Name of Relevant Union]** to RUPA in which to grant or refuse consent to the use of your signature. Should a response not be received by this time your consent will be deemed to have been given. You agree that the ARU may rely on consent from RUPA on your behalf under this clause **Error! Reference source not found.** without any enquiry into RUPA’s authority.

- 13.10 You agree that any request by the ARU or **[Name of Relevant Union]** to use your signature shall not be unreasonably withheld.
- 13.11 During the term of your employment you must:
- (a) be available to participate in promotional, marketing and advertising activities as required by the ARU or the **[Name of Relevant Union]** including but not limited to for the purpose of giving effect to clauses **Error! Reference source not found.** to **Error! Reference source not found.**;
 - (b) co-operate with the ARU or the **[Name of Relevant Union]**, the media (in particular the holders of broadcasting rights for Rugby), sponsors, official suppliers and licensees and any other person reasonably required by the ARU or the **[Name of Relevant Union]** in relation to any promotional, marketing or advertising activities;
 - (c) make personal appearances at various events and functions, appearances on television and radio programs and in advertisements as required by the ARU or the **[Name of Relevant Union]**;
 - (d) give interviews to television, radio, newspaper or magazine journalists as required by the ARU or the **[Name of Relevant Union]**; and
 - (e) use and endorse nominated products or services as required by the ARU or **[Name of Relevant Union]**.
- 13.12 Except for promotional and publicity appearances by Wallabies during a Test Match Assembly Period, you will not be required to attend any promotional or publicity engagement unless the ARU or the **[Name of Relevant Union]** has provided you with seven days notice of the engagement and with details of the scheduled time and location of the engagement.
- 13.13 You will not be required to use or endorse any products or services where you have a religious or moral objection to doing so. Should you at any time indicate you have such an objection you must, at the request of the ARU or the **[Name of Relevant Union]** provide a statutory declaration setting out the basis of the objection.
- 13.14 You agree to co-operate with the ARU or **[Name of Relevant Union]** by not signing any jerseys, footballs or other materials on a group or team basis, and will work with the ARU or **[Name of Relevant Union]** and RUPA to minimise third parties obtaining signed materials other than by way of individual “doorstep” signatures.
- 13.15 You agree that promotional, marketing and advertising material referring to you or incorporating your name, image, likeness, talents or reputation or signature may continue to be used for a period of two (2) years after the termination of your employment, except where the material includes solo appearances or personal endorsements.
- 13.16 During the term of your employment you must not:
- (a) engage in any other promotional, marketing or advertising activities of any kind whatsoever; or

- (b) make any contract, arrangement or commitment (whether or not legally binding) that requires or permits the use or exploitation of your name, image, likeness, talents or reputation for any other promotional, marketing or advertising activities;

without the prior written consent of the ARU and the **[Name of Relevant Union]**. The ARU's and the **[Name of Relevant Union]**'s consent may be withheld if those activities:

- (i) relate to products or services competitive with those of sponsors, official suppliers or licensees (existing or under negotiation) of the ARU or the **[Name of Relevant Union]** which have been nominated to RUPA from time to time;
- (ii) involve the disclosure of confidential or sensitive information or are critical of or prejudicial to the interests of the ARU, the **[Name of Relevant Union]** or the game of Rugby;
- (iii) tend to bring the game into disrepute;
- (iv) conflict or interfere with your obligations set out in this letter;
- (v) involve the use of any names, logos or other intellectual property of the ARU or the **[Name of Relevant Union]**, in particular any official playing uniform; or
- (vi) includes any term or provision limiting, restricting or preventing you from participating in any sponsorship, promotional or marketing activity as directed by the ARU or **[Name of Relevant Union]** during the term of your employment with the ARU or **[Name of Relevant Union]**.

13.17 If there is any maximum limitation in terms of the publicity and promotion time you must give to the ARU and the **[Name of Relevant Union]** then this will be set out in Schedule A to this letter.

13.18 You warrant that before signing the attached copy of this letter you have disclosed to the ARU and to the **[Name of Relevant Union]** full details of any contract, arrangement or commitment (whether or not legally binding) you have already made to engage in promotional, marketing or advertising activities.

13.19 Your obligations to participate and co-operate with the ARU or **[Name of Relevant Union]** in accordance with this clause 13 during the course of your employment with the ARU or **[Name of Relevant Union]** will apply irrespective of whether you are, at the time your participation or co-operation is required, employed by the ARU or **[Name of Relevant Union]** under this contract.

14 Nominated clothing, equipment and accessories

14.1 Your Union, sponsors and official suppliers may require you to wear nominated clothing and to use nominated equipment and accessories. You will be provided by your Union with the nominated clothing you are required to wear and the nominated equipment and accessories you are required to use. You agree to wear such clothing and to use such equipment and accessories as required for all

official playing, training (including training camps), promotional and travelling obligations (including travelling to and from training camps).

- 14.2 You must not remove, alter or obscure any brands or other identification of any manufacturer, sponsor or official supplier from any clothing, equipment or accessories that your Union requires you to wear or use.
- 14.3 You must not use the names, logos or other property of the ARU or the **[Name of Relevant Union]**, or any clothing, equipment or accessories provided to you in connection with your employment, for any purpose not expressly authorised by your Union.
- 14.4 Subject to this clause, you are entitled to use the boots of your choice during both matches and training sessions. Unless otherwise approved by the ARU or the **[Name of Relevant Union]** the boots worn during matches must be predominately black and white in colour.
- 14.5 In accordance with clause **Error! Reference source not found.**, you are entitled to enter into commercial agreements to promote and endorse publicly the playing boot of your choice. Such agreement must relate only to playing boots.

15 Health insurance

- 15.1 You warrant that you are a financial member of, and contributor to, a registered health fund approved by the ARU and the **[Name of Relevant Union]**. You undertake to ensure by prompt payment of contributions as and when they fall due and by compliance with all other rules and regulations of the fund that you will remain at all times eligible to receive, in case of sickness, injury or other contingencies covered by the fund, the maximum benefits offered by the fund and available on payment of the highest contributions. You acknowledge that neither the ARU nor the **[Name of Relevant Union]** is liable at any time for your contributions, nor to make any payment to you upon your failure to comply with your obligations under this clause. Your Union may at any time require you to produce proof of membership and financial status in your health fund.
- 15.2 You must promptly report to your Union's medical advisers any injury, illness or ailment sustained during, or arising out of or in the course of your employment with your Union or which is of a kind likely to prevent you from performing any of your obligations under this letter.

16 Physical condition and selection

- 16.1 You acknowledge that you are competing with other players for a position in the squads and teams selected by the ARU and the **[Name of Relevant Union]**. You also acknowledge that your selection in an ARU or **[Name of Relevant Union]** squad or team is a matter within the complete discretion of the ARU or the **[Name of Relevant Union]**, as the case may be.
- 16.2 You warrant to the ARU and to the **[Name of Relevant Union]** that to the best of your knowledge you are in excellent physical condition, and you undertake to take all reasonable steps to maintain yourself in excellent physical condition (save for

injury suffered or incurred in the performance of your obligations set out in this letter) including following reasonable directions by the ARU or the [**Name of Relevant Union**] in relation to the treatment of any injury or other condition.

- 16.3 You agree to undergo complete physical examinations by medical personnel nominated by your Union upon request. During any physical examination, you agree to make full and complete disclosure to the medical personnel of any physical or mental condition you are aware of, including but not limited to any medication or treatment you are having, which would or might impair the performance of your obligations set out in this letter, and of any form of supplementation you are taking, and to respond fully and in good faith to all questions about any such condition, medication, treatment or supplementation. You also agree to provide samples for drug testing whenever you are required to do so by the Australian Sports Drug Agency or any other body recognised by the ARU.
- 16.4 Your medical records and the results of any drug tests will be kept confidential by the ARU and the [**Name of Relevant Union**]. Your Union will not, except in event of emergency or under compulsion of law, release these details to any third party without your prior written permission.
- 16.5 If you breach these obligations, then your Union may terminate your employment immediately without penalty other than the payment of all amounts due to you up to the date of termination.

17 Career and training Development

- 17.1 You will be required by the ARU or the [**Name of Relevant Union**] to undertake a program of career and training development throughout the term of your employment. The nature of this program of career and training development will depend on range of factors including your individual circumstances.

18 Injury and termination

- 18.1 You acknowledge that you are employed to train and play as an elite Rugby player and that you will be unable to perform the obligations set out in this contract if you become ill, injured or unfit.
- 18.2 If, during the term of your employment, you are injured as a result of performing your obligations under this contract (such injury to be verified to the satisfaction of the ARU or the [**Name of Relevant Union**]), then you will continue to receive your Total Annual Remuneration Package until the term of your Player Contract expires or is otherwise terminated in accordance with its terms.
- 18.3 If, during the term of your employment, you are injured other than whilst performing your obligations under this contract, you agree to undergo a complete physical examination by medical personnel nominated by the ARU or the [**Name of Relevant Union**] in order to determine whether you are physically fit for the discharge of your playing and training obligations set out in this contract.

- 18.4 The medical personnel will furnish a report of the medical examination to the ARU, to the **[Name of Relevant Union]** and to you, setting out an opinion as to whether or not you are fit to play Rugby, and if unfit, whether or not it is likely that you will be unfit for a period of six (6) months or more after the date of the medical examination.
- 18.5 If, following the receipt of the report, in the sole discretion of the ARU and the **[Name of Relevant Union]** you are unfit to play Rugby and are likely to remain unfit for a period of six (6) months or more, the ARU and the **[Name of Relevant Union]** may give you written notice of the termination of your employment. You will be provided with not less than twelve (12) weeks notice (or payment in lieu of notice).
- 18.6 At the conclusion of the notice period, the ARU and the **[Name of Relevant Union]** must pay you all amounts due to you up to the date of termination and, in addition, an amount equivalent to one third of your pro rata Total Annual Remuneration Package for the period between the date of termination and the date specified in Part A of Schedule A.
- 18.7 Any payments due to you under this clause do not include match payments, which are not payable in respect of matches you do not play.
- 18.8 Your employment will not be terminated in breach of any applicable legislation dealing with illness, injury or workers' compensation.

19 Upgrade to Standard Player Contract

- 19.1 If, during the term of your employment under this player contract, you are on more than two (2) occasions a member of the **[Name of Relevant Union]**'s team for a match in the Super Tournament then the terms and conditions of this Player Contract will immediately cease to operate. From that time the terms of your employment will be governed by the terms and conditions of the Standard Player Contract set out in Schedule **[insert number]** of the Collective Bargaining Agreement agreed between the ARU, the **[Name of Relevant Union]** and the Rugby Union Players Association.
- 19.2 In the event that your employment with the ARU or the **[Name of Relevant Union]** becomes subject to the operation of clause 19.1, your employment will continue under the terms and conditions of the Standard Player Contract until the date specified on Part A of the attached Schedule A, unless terminated earlier in the manner provided for in the Standard Player Contract.
- 19.3 In the event that your employment with the ARU or the **[name of Relevant Union]** becomes subject to the operation of clause 19.1 of this schedule, you will received a fixed annual remuneration of \$49,500 (indexed by CPI after 2005) pro-rata from the date your employment became governed by the terms and conditions of the Standard Player Contract.
- 19.4 For the purposes of this clause 19, team means the twenty-two (22) players who make up one of the teams at the commencement of a rugby match.

20 Rules

- 20.1 You agree to be bound by, and to comply with, the Bye-laws, Regulations and Resolutions of the Council of the International Rugby Board (**the IRB**), the By-laws and Codes of Conduct of the ARU and the **[Name of Relevant Union]**, and any other by-laws, regulations and codes of conduct in effect during the term of your employment which are not inconsistent with the terms set out in this letter.
- 20.2 You acknowledge that you have reviewed the website of the IRB (www.irb.com) that sets out the Bye-laws, Regulations and Resolutions of the Council of the IRB and have been provided with a copy of the By-laws and Codes of Conduct of the ARU and **[Name of Relevant Union]** currently in force prior to signing a copy of this letter.
- 20.3 By signing this letter, you agree to be bound by the Bye-Laws, Regulations and Resolutions of the IRB and the Bye-laws and Codes of Conduct of the ARU.
- 20.4 If you are unable to access the IRB website prior to signing this letter, please advise the ARU or the **[name of Relevant Union]** and request a copy of the IRB documents to be provided to you.

21 Confidentiality

- 21.1 The financial arrangements in Schedule A to this letter are confidential. The ARU, the **[Name of Relevant Union]** and you agree not to disclose the financial arrangements to any person other than your legal or financial advisers or as required by law. If you breach this clause, your Union may, in its discretion, do one or more of the following:
- (a) fine you;
 - (b) suspend you; or
 - (c) terminate your employment immediately without penalty, other than the payment of all amounts due to you up to the date of termination.

22 Summary termination, fines and suspension

- 22.1 You acknowledge that the ARU, the **[Name of Relevant Union]** and the game of Rugby would be damaged by any impairment of public confidence in the honest and orderly conduct of matches and competitions or in the integrity and good character of players and other participants.
- 22.2 If you:
- (a) do anything which may adversely affect or reflect on or discredits the game of Rugby, the ARU, the **[Name of Relevant Union]** or any squad, team, competition, tournament, sponsor, official supplier or licensee, including, but not limited to, any illegal act or any act of dishonesty or fraud;

- (b) breach the terms set out in this letter and do not remedy the breach within fourteen (14) days of receipt of notice in writing from your Union requiring you to remedy the breach;
- (c) breach the ARU or **[Name of Relevant Union]** Code of Conduct or the ARU's Doping Bye-laws;
- (d) repeatedly breach the terms set out in this letter;
- (e) repeatedly breach the Laws of the Game relating to Foul Play or Misconduct; or
- (f) assault, abuse, threaten or intimidate a referee or touch judge, whether on or off the field;

then your Union may do one or more of the following:

- (i) fine you;
- (ii) suspend you; or
- (iii) terminate your employment immediately without penalty, other than the payment of all amounts due to you up to the date of termination.

- 22.3 If your Union fines or suspends you for breaches of the terms set out in this letter:
- (a) the maximum amount of a fine will be equal to twenty-eight (28) days of your annual remuneration set out in Part C; and
 - (b) the maximum period of suspension for breaches of the terms set out in this letter will be one (1) month.
- 22.4 As you will be aware, longer periods of suspension may be imposed by Judiciary Committees and similar bodies for breaches of the Laws of the Game or the Doping Bye-laws.
- 22.5 If a fine or suspension is imposed other than in circumstances referred to in clause 22.4, you will be given an opportunity to be heard in person by a committee of three (3) directors of your Union, including one (1) of the Player Directors, or their respective nominees. You must make your request for a hearing within forty eight (48) hours of your being notified of the fine or suspension.
- 22.6 You agree to pay all fines promptly. If any fines remain outstanding for longer than twenty eight (28) days, your Union may terminate your employment immediately without penalty other than the payment of all amounts due to you up to the date of termination.
- 22.7 You acknowledge that the ARU will not, without the prior written agreement of RUPA, alter, amend or replace the ARU Code of Conduct or the ARU Anti-Doping Bye-Law in terms of its application to you. If at any time the ARU Code of Conduct or the ARU Anti-Doping Bye-Law are inconsistent with the terms of the Player Contract, then the terms of the ARU Code of Conduct or the ARU Anti-Doping Bye-Law will prevail.
- 22.8 You acknowledge that the **[Name of Relevant Union]** will not, without the prior written agreement of RUPA, alter, amend or replace the **[Name of Relevant Union]** Code of Conduct in terms of its application to you. If at any time the **[Name of Relevant Union]** Code of Conduct is inconsistent with the terms of the

Player Contract, then the terms of the **[Name of Relevant Union]** Code of Conduct will prevail.

- 22.9 You acknowledge that the pro-rata amount of any payments otherwise due to you under this letter may not be payable during any period of suspension for breaches of the Laws of the Game, Doping Bye-laws or similar requirements, including periods of suspension imposed by Judiciary Committees and similar bodies of the ARU, the **[Name of Relevant Union]** or any competition or tournament in which you participate to a maximum of four (4) weeks other than in respect of a breach of the Doping Bye-Laws, where a longer period of suspension (and consequently longer periods where your payments may be suspended) may apply.

23 Declaration of Eligibility

You must provide a completed copy of the form as set out in Schedule C to the ARU at the same time you return a signed copy of this letter to the **[Name of relevant union]**.

24 Grievance procedure

- 24.1 You agree to be bound by the grievance procedure set out in Schedule B to this letter.

25 General

- 25.1 The ARU and the **[Name of Relevant Union]** will send all notices and other written communications to you at your address set out above. You must inform the ARU and the **[Name of Relevant Union]** if that address changes.

If you wish to send a notice to the ARU, it should be to:

AUSTRALIAN RUGBY UNION LIMITED
 Level 7,
 Australian Rugby House
 181 Miller Street
 NORTH SYDNEY NSW 2059
 Fax number: 02 9955 3299.

- 25.2 If you wish to send a notice to the **[Name of Relevant Union]**, it should be to:

[insert address details for the Relevant Union].

- 25.3 When you are employed by the **[Name of Relevant Union]**, your employment will be governed by the laws of **[insert relevant State or Territory]** and you agree to the non-exclusive jurisdiction of the courts of **[insert relevant State or Territory]**. When you are employed by the ARU your employment will be governed by the laws of New South Wales and you agree to the exclusive jurisdiction of the courts of New South Wales.

- 25.4 If any restraint imposed under this letter or any other term of your employment contract is invalid or void to any extent, you agree that the restraint or term will be

valid to the extent, if any, that a court thinks fit and that any invalid or void term will be severable from the other terms of your employment contract.

- 25.5 This contract is to be construed subject to any applicable legislation. If any provision of this contract is inconsistent with any applicable legislation which may not be contracted out of, then the terms of the applicable legislation will prevail, and this contract will be inoperative to the extent of any inconsistency.
- 25.6 The ARU and the **[Name of Relevant Union]** believe that this letter sets out all the terms of your contract with the ARU and the **[Name of Relevant Union]** and that it supersedes any prior agreement you may have had with the ARU or the **[Name of Relevant Union]**. If there are any other matters that you have relied on in our negotiations or discussions to date or any other matters you wish to discuss, please let us know before you sign the attached copy of this letter so that we can consider them and, if necessary, include them in the terms set out in this letter to ensure that it is complete when you sign it.
- 25.7 If you agree to the terms set out in this letter, please sign and date the attached copy of this letter and return it to the **[Name of Relevant Union]** to confirm your acceptance of employment with the ARU and the **[Name of Relevant Union]** on the terms set out above.

Yours sincerely

[Name of Relevant Officer]
[Name of Relevant Union]

[Name of Relevant Officer]
Australian Rugby Union Limited

Schedule A

Name of Player:

PART A

Term:

Commencement Date: The later of 1 October [20xx] or the date which the letter is signed.

Termination Date: 30 September [20xx+1] or on the conclusion of any tour or tournament (other than a State Development Tour) for which you are selected and which commenced prior to 30 September in the year your contract would otherwise expire, whichever is the later.

PART B

Club: [Insert club name]

PART C

Remuneration

Thirty-five thousand Australian dollars (AUD\$35,000) during the term of your employment. This amount represents your Total Annual Remuneration Package.

Your Total Annual Remuneration Package will be payable in twelve equal monthly instalments payable on or before the last day of each calendar month.

Other Benefits

PART D

- (a) ARU Payments
 - (1) Other than during an end of season Wallaby tour (which will be dealt with according to (a)(2) below), you will receive \$10,900 in respect of each Test Match in which you participate as a member of the twenty-two (22) man squad such payment to be increased according to CPI increases annually.
 - (2) In respect of Wallaby end of season tours, funds will be allocated and distributed as follows:
 - (A) For every Test Match an amount of \$10,900 will be allocated to each of the twenty-two (22) Players selected in the Wallaby Team for the relevant Test Match such payments to be increased according to CPI increases annually.
 - (B) For every non-Test game on such tour an amount of \$5,450 will be allocated to each of the 22 players selected for the game.

- (C) Players in the Wallaby touring squad but outside the twenty-two (22) Players participating in either the Test or non-Test match on tour will be allocated an amount equivalent to twenty five percent (25%) of the non-Test or the Test Match payments, whichever the case may be.
- (3) If you are required by the ARU to be involved in a pre-test Wallaby Training Squad camp to assist the Wallabies in preparation and readiness for a Test Match but you are outside the 22 man Wallaby Squad selected for that Test, then you will receive a payment of \$250 per day of attendance at the camp, payable in the next pay period after the ARU has been notified by Wallaby Team Management of your inclusion.
- In this clause, “day of attendance at the camp” means a day where you are ready and able to undertake any training activities requested of you at the Training Squad camp location by 9am.
- (4) A player in an Australia “A” side shall receive a payment of \$2,500 in respect of each match.

State or Territory Bonus Arrangements

[As agreed between the Player and the State Union.]

PART E

Promotional and marketing commitments:

- (a) Weekly commitment
- (1) The ARU and ARU sponsors will not require you to attend more than 2 promotional or marketing commitments for or on behalf of sponsors in any one week; and
- (2) The **[Name of Relevant Union]** and **[Name of Relevant Union]** sponsors will not require you to attend more than 2 promotional or marketing commitments for or on behalf of sponsors in any one week.

Schedule B

Grievance Procedure

In order to facilitate the expeditious and orderly handling and resolving of disputes, consonant with the requirements of natural justice and procedural fairness, the following procedures will exclusively apply. At all times whilst a dispute is being dealt with under the provisions of this Schedule a Player must continue to abide by the terms and conditions of their Player Contract.

1 Definitions

In this Grievance Procedure, unless the subject or the context otherwise requires:

Dispute means a complaint by a Player concerning the act or omission of a Rugby Body or by a Rugby Body concerning the act or omission of a Player which involves the interpretation of the Rookie Contract. Dispute does not include matters arising under clause 22 of this letter.

Dispute does not mean a dispute arising between Rugby Bodies or RUPA concerning the construction or application of or compliance with the Collective Bargaining Agreement. Such a dispute is to be dealt with in accordance with the dispute clause contained in the body of the Collective Bargaining Agreement.

Mediation means mediation by the National Sports Dispute Centre pursuant to the rules of that body and the following provisions:

- (a) On or before 30 April in each year during the Term, the Rugby Bodies will confer with RUPA and will agree on a panel of not more than fifteen (15) and not fewer than five (5) mediators selected from a list of mediators registered with the National Sports Dispute Centre (**the Panel**).
- (b) Failing agreement, the Panel will be constituted by five (5) mediators registered with the National Sports Dispute Centre nominated by the Rugby Bodies and five (5) mediators registered with the National Sports Dispute Centre nominated by RUPA.
- (c) On each occasion that a mediator is required pursuant to this Schedule B, a mediator will be selected from the Panel by the Registrar of the National Sports Dispute Centre or his or her nominee.

Rugby Body means the Australian Rugby Union Limited (**the ARU**), the New South Wales Rugby Union Limited (**the NSWRU**), the Queensland Rugby Union Limited (**the QRU**), the Australian Capital Territory and Southern New South Wales Rugby Union Ltd (**the ACTRU**) or the Western Australian Rugby Union Inc. (**the WARU**).

Team Manager means that person officially appointed by the relevant Rugby Body as the team manager of the Wallabies, the ACTRU Rugby Team, the NSWRU Rugby Team, the QRU Rugby Team or the WARU Rugby Team.

2 Initiation of Grievance Procedure by a Player

- 2.1 If a Player is of the opinion that he has a Dispute with the Rugby Body by which he is employed, the Player must first discuss the Dispute with the Team Manager or his nominee. If the Dispute is not resolved to the satisfaction of the Player as a result of such discussion, the Player or RUPA (with the consent of the Player) may serve a written notice setting out the particulars of the Dispute on the Team Manager or his nominee.
- 2.2 The Team Manager or his nominee must notify the Player in writing of the Rugby Body's decision in relation to the Dispute within seven (7) days after receipt of the written notice from the Player.
- 2.3 If such decision does not resolve the Dispute to the satisfaction of the Player, the Player or RUPA (with the consent of the Player) may serve a further written notice on the Chief Executive Officer of the Rugby Body. The Chief Executive Officer of the relevant Rugby Body (whichever may be the case) must, within fourteen (14) days of receipt of such notice, refer the Dispute to Mediation.
- 2.4 If Mediation is able to bring about a settlement of the Dispute to the satisfaction of the Player and the relevant Rugby Body, the Mediator must serve a written notice on the Player and the relevant Rugby Body, setting out the terms of such settlement, which terms will upon acceptance by the Rugby Body and the Player be final and binding on the Rugby Body and the Player and (if appropriate) RUPA.

3 Initiation of Grievance Procedure by a Rugby Body

- 3.1 If the Team Manager or his nominee is of the opinion that he has a Dispute with a Player employed by the Rugby Body, the Team Manager or his nominee must first discuss the Dispute with the Player. If the Dispute is not resolved to the satisfaction of the Team Manager or his nominee as a result of such discussion, the Team Manager or his nominee may serve a written notice setting out the particulars of the Dispute on the Player.
- 3.2 The Player must notify the Team Manager or his nominee in writing of the Player's decision in relation to the Dispute within seven (7) days after receipt of the written notice from the Team Manager or his nominee.
- 3.3 If such a decision does not resolve the Dispute to the satisfaction of the Team Manager or his nominee, the Team manager or his nominee may serve a further written notice on the Player and on the Chief Executive Officer of the relevant Rugby Body. The Chief Executive Officer of the relevant Rugby Body must within fourteen (14) days of receipt of such notice refer the Dispute to Mediation.
- 3.4 If Mediation is able to bring about a settlement of the Dispute to the satisfaction of the Player and the Team Manager or his nominee, the Mediator must serve a written notice on the Player and the relevant Rugby Body setting out the terms of such settlement, which terms will upon acceptance by the Player and the Rugby Body be final and binding on the Player and the Rugby Body.

Schedule C

DECLARATION OF ELIGIBILITY OF A PLAYER TO PLAY FOR:

- THE SENIOR FIFTEEN-A-SIDE NATIONAL REPRESENTATIVE TEAM
- THE NEXT SENIOR FIFTEEN-A-SIDE NATIONAL REPRESENTATIVE TEAM OR
- THE SENIOR NATIONAL REPRESENTATIVE SEVENS TEAM OF A UNION

DECLARATION OF PLAYER

I _____ (Name) of _____ (Address) confirm that, I have read and understand the criteria for eligibility set out in Regulation 8 of the IRB Regulations Relating to the Game (IRB Regulations) and I hereby declare that I am eligible to play for _____ Union because:-

Tick applicable box(es)

- I was born in the country for which fifteen-a-side senior National Representative Team or the next senior fifteen-a-side National Representative Team, or the senior National Representative Sevens Team of the Union for which I intend to play; or
- One of my parents or grandparent was born in the country for which senior fifteen-a-side National Representative Team or the next senior fifteen-a-side National Representative Team or the senior National Representative Sevens Team of the Union for which I intend to play; or
- I have completed thirty-six consecutive months of Residence immediately preceding the time of playing in the country for which senior fifteen-a-side National Representative Team or the next senior fifteen-a-side National Representative Team or the senior National Representative Sevens Team of the Union for which I intend to play.

AND

- I have not played for the senior fifteen-a-side National Representative Team or the next senior fifteen-a-side National Representative Team or the senior National Representative Sevens Team of any other Union.¹

I have attached to this declaration relevant documentation² to prove my eligibility to play for the senior fifteen-a-side National Representative Team or the next senior fifteen-a-

¹ If a Player has played for another Union's senior fifteen-a-side National Representative Team or next senior fifteen-a-side National Representative Team or senior National Representative Sevens team, this must be stated on this declaration form. For the avoidance of doubt, Players would only be eligible to play for a second Union if they can demonstrate that they allowed 36 consecutive months to elapse before they played for a second Union and that they played for that second Union before 1 January 2000. Any such Players should submit in writing the circumstances of such participation on a separate sheet.

² Players are expected to provide valid copy birth certificates or other relevant formal documentation in support of their declaration. Players may be requested to provide additional documentation as appropriate in support of their eligibility to play for a senior National Representative Team or the next senior National Representative Team of a Union.

side National Representative Team or the senior National Representative Sevens Team of _____ Union and I understand and accept that if I am found to have played for the senior fifteen-a-side National Representative Team or next senior fifteen-a-side National Representative Team or the senior National Representative Sevens Team of a Union without satisfying the eligibility criteria set out in Regulation 8 of the IRB Regulations, and/or to have provided inaccurate information in this declaration then I and the Union concerned will be subject to sanctions.

PLAYER'S SIGNATURE: _____

DATE: _____

DECLARATION OF UNION

I _____ (Name) the _____ of _____ (Position and Union) hereby declare that the _____ Union has made all such necessary enquiries in relation to the above Player's eligibility to play for the senior fifteen-a-side National Representative Team or the next senior fifteen-a-side National Representative Team or the senior Sevens National Representative Team of the Union. I further declare that the Union is satisfied that the information provided by the Player in his declaration is correct, that the documentation in support of the Player's declaration is valid and that the Player is eligible to play for the senior fifteen-a-side National Representative Team or the next senior fifteen-a-side National Representative Team or the senior National Representative Sevens Team of _____ Union. I understand and accept that if a Player plays for the senior fifteen-a-side National Representative Team or the next senior fifteen-a-side National Representative Team Union or the senior National Representative Sevens Team without satisfying the eligibility criteria set out in Regulation 8 of the IRB Regulations and/or the Union has provided inaccurate information in this declaration then the Union will be subject to the fixed penalty sanctions set out in Regulation 8.

Signed: _____ Date: _____

Schedule D

Break between seasons, annual leave and rest periods

1.1 Wallaby Players: 2004/2005

Players participating in the end of season Wallaby Tour of 2004 shall receive:

- (a) Five (5) weeks of continuous annual leave commencing on the day after the last match of that Tour.
- (b) If in the view of the ARU, having regard to the playing and training activities of the Player, the circumstances of a particular Player do not warrant that Player having the leave referred to in clause 1.1(a), and the Wallaby team doctor does not disagree with the ARU, then such Player can be required to return to duty after a four (4) week break.
- (c) In addition to the leave referred to in clauses 1.1(a) or 1.1(b), Players will be entitled to four (4) weeks of which:
 - (1) two (2) of the four (4) weeks will be Unsupervised Active Rest; and
 - (2) two (2) of the four (4) weeks will be Active Rest.

1.2 Wallaby Players: 2005/2006

Players participating in the end of season Wallaby Tour of 2005 shall receive:

- (a) Five (5) weeks of continuous annual leave commencing two (2) days after the last match of that Tour.
- (b) If in the view of the ARU, having regard to the playing and training activities of the Player, the circumstances of a particular Player do not warrant that Player having the leave referred to in clause 1.2(a), and the Wallaby team doctor does not disagree with the ARU, then such Player can be required to return to duty after a four (4) week break.
- (c) One (1) week of Unsupervised Active Rest commencing immediately following the annual leave referred to in clause 1.2(a) above.
- (d) Immediately following the one (1) week of Unsupervised Active Rest, three (3) weeks of RTA.
- (e) A further three (3) weeks at other times during 2006 of which:-
 - (1) two (2) of the three (3) weeks will be Unsupervised Active Rest; and
 - (2) one (1) week of the three (3) week period will be Active Rest.

1.3 Wallaby Players: 2006/2007

Players participating in the end of season Wallaby Tour of 2006 shall receive:

- (a) Five (5) weeks of continuous annual leave commencing two (2) days after the last match of that Tour.
- (b) If in the view of the ARU, having regard to the playing and training activities of the Player, the circumstances of a particular Player do not warrant that Player having the leave referred to in clause 1.3(a), and the

Wallaby team doctor does not disagree with the ARU, then such Player can be required to return to duty after a four (4) week break.

- (c) One (1) week of Unsupervised Active Rest commencing immediately following the annual leave referred to in clause 1.3(a).
- (d) Immediately following the one (1) week of Unsupervised Active Rest, three (3) weeks of RTA.
- (e) A further three (3) weeks of other times during 2007 of which:-
 - (1) two (2) of the three (3) weeks will be Unsupervised Active Rest; and
 - (2) one (1) week of the three (3) week period will be Active Rest.

1.4 Wallaby Players: 2007 RWC and 2008

Players participating in the RWC Tournament in 2007 shall receive:

- (a) Five (5) weeks continuous annual leave commencing on the second day after the last day of their participation in the tournament.
- (b) If in the view of the ARU, having regard to the playing and training activities of the Player, the circumstances of a particular Player do not warrant that Player having the leave referred to in clause 1.4(a), and the Wallaby team doctor does not disagree with the ARU, then such Player can be required to return to duty after a four (4) week break.
- (c) One (1) week of Unsupervised Active Rest commencing immediately following the annual leave referred to in clause 1.4(a).
- (d) Immediately following the one (1) week of Unsupervised Active Rest, three (3) weeks of RTA.
- (e) A further three (3) weeks at other times during 2008 of which:-
 - (1) two (2) of the three (3) weeks will be Unsupervised Active Rest; and
 - (2) one (1) week of the three (3) week period will be Active Rest.

1.5 Non Wallaby Players

- (a) Players not participating in the Wallaby Tour in any particular year will receive four (4) weeks annual leave of which two (2) weeks will be consecutive not including the Christmas break referred to below.
- (b) Players not participating in the Wallaby Tour in any particular year will receive a further four (4) weeks which is to consist of the following:
 - (1) two (2) of the four (4) weeks will be Unsupervised Active Rest; and
 - (2) two (2) weeks of the four (4) week period will be Active Rest.

At least two (2) of the four (4) weeks referred to in clause 1.5(b) shall be taken consecutively.
- (c) By no later than 31 March in each year each State Union shall notify the dates of the annual leave, Unsupervised Active Rest and Active Rest

periods for the remainder of the calendar year which will apply to Players not participating in the Wallaby Tour.

- (d) If a State Union wishes to vary the dates provided in clause 1.5(c) above then it must provide the Players with at least one (1) month's notice before the relevant annual leave, Unsupervised Active Rest or Active Rest is due to be taken.

1.6 All Players

- (a) A Player will not be required to attend work between 25 December and 1 January of any year. This break will form part of annual leave referred to in this Schedule.
- (b) From the date of signing this agreement the Rugby Bodies shall use reasonable endeavours to allow Players a break of one (1) day per week away from any requirement to attend playing and training duties, being any day from Monday to Friday (inclusive) on the date which is mutually agreeable between the parties.
- (c) No Rugby Body may conduct a training session for a particular Player during that Player's Active Rest and Unsupervised Active Rest other than the training sessions contemplated in the definitions of Active Rest and Unsupervised Active Rest contained in clause 1.9 of this Schedule.
- (d) Players will not be required to play any match for a period of eight (8) weeks in any given twelve (12) month period.
- (e) Players will be required to attend team meetings, maintain a suitable level of fitness, and fulfil their other obligations under the Standard Player Contract, Short-term Player Contract or Rookie Contract including making themselves available for promotional activities during the RTA, Unsupervised Active Rest and Active Rest periods referred to in this Schedule.
- (f) Nothing in this Schedule shall prevent a Rugby Body from permitting a Player to train on his own using the Rugby Body's facilities if he so wishes.

1.7 Selection of Wallaby Players for Restricted Training Activity

- (a) RTA referred to in this Schedule will only be relevant to Wallaby Players returning from an end of season Wallaby Tour. RTA shall be limited to those Players the ARU and RUPA agree should benefit from it. In order to identify which Players shall receive the benefit of RTA, the ARU shall on or before 13 December in each year commencing from 2005 provide RUPA with a list of Players it proposes should benefit and to what extent. RUPA must on or before the following 20 December respond in writing as to whether it agrees with the ARU list. In the event there is disagreement between the ARU and RUPA as to which Players should be on the list then the two parties shall endeavour to reach agreement within fourteen (14) days. Should the Parties be unable to agree within the fourteen (14) days then the ARU's view on which Players should benefit from being on the list shall prevail.

- (b) Notwithstanding anything in this Schedule, a Player previously nominated for RTA may at any time at the Player's election participate in full training activities consistent with those participated in by non-Wallaby squad members including but not limited to scrummaging and other contact training. No Rugby Body may threaten, pressure or compel a Player to make an election as contemplated by this clause 1.7(b).

1.8 Wallaby Players not identified for Restricted Training Activity

Should a Player not be identified by the ARU for RTA pursuant to this Schedule such Players will be required to participate in full training activities consistent with those participated in by non Wallaby squad members including but not limited to scrummaging and other contact training.

1.9 In this Schedule, unless the subject or the context otherwise requires:

- (a) **Active Rest** means Players participating in ongoing training as directed by a training schedule prepared by a Rugby Body during which period a Player can also be required to personally attend a maximum of two (2) Rugby Body supervised training sessions with or without other Players, such training sessions including anaerobic or aerobic conditioning and team skills work including on-field sessions but not contact training sessions or scrummaging;
- (b) **RTA** means Restricted Training Activity and means all forms of training participated in by non Wallaby squad members other than activities of high impact including but not limited to scrummaging, tackling and contact training; and
- (c) **Unsupervised Active Rest** means a Player participating in ongoing training or fitness sessions as directed by a training schedule prepared by a Rugby Body, but not attending specific training or fitness sessions.

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Standard Academy Player Contract

[Date]

[Name]

[Address]

Confidential

Dear [First Name]

Australian Rugby Academy Player Contract

This letter sets out the terms on which the [Name of Relevant Union ()] (“Union”) will employ you to undertake training, development with the Union and the obligations imposed on you and the Union.

This letter is intended to create a legally binding employment contract between you and the Union. It will do so when you sign the attached copy of this letter and return it to the Union. Please read this letter carefully and get legal or professional advice on it.

1 Employment by the [Name of Relevant Union]

- 1.1 You will be employed by the Union and whilst so employed you owe the Union all the obligations set out in this letter.

2 Term

- 2.1 Subject to 2.2 below, your employment with the Union under the terms of this player contract will:
- (a) commence on **[[1 October 20xx or the date you sign this letter, whichever is the later]**; and
 - (b) be for a maximum term as specified in Part A, Schedule A of this contract, unless terminated earlier in any manner referred to below.
- 2.2 If during the term specified in clause 2.1 of this contract:
- (a) you are offered and accept a Standard Player Contract, or Rookie Contract to play rugby with any Australian Super 14 Province, prior to commencement of that new employment, you must provide your Union with at least 4 weeks written notice of the termination of this contract;
 - (b) you are offered and accept a Short Term Player Contract to play rugby with any Australian Super 14 Province, this contract will be suspended (without extending the maximum term specified in Part A, Schedule A of this contract) immediately upon you entering into the Short Term Player Contract. Upon the conclusion of the Short Term Player Contract, you will

revert to employment under this contract, except in a situation where your Short Term Player Contract is upgraded to a Standard Player Contract by the Australian Super 14 Province which offered you the Short Term Player Contract. In such a situation, this contract will be deemed to have been terminated by mutual agreement between the parties on the date that you entered into the Short Term Player Contract.

3 Part-time employment

- 3.1 The Union is employing you on a part-time basis with a view to you becoming a Rugby player capable of being a regular player in the Super Tournament.
- 3.2 You agree to give your best efforts and loyalty as and when required to your Union.

4 Your Club

- 4.1 It is a condition of your employment contract that you make yourself available to train with and play for your Club when you are not required by your Union. Your Union may direct you not to play for or train with your Club if playing for or training with your Club would in the opinion of your Union interfere with your obligations to it.
- 4.2 If you have not nominated your Club in Part B of Schedule A, you must do so no later than thirty (30) days prior to the commencement of the Australian domestic Rugby season.
- 4.3 If you do not nominate your Club, then your Union may by notice in writing direct which Club you must make yourself available to train with and play for. You agree to make yourself available to train with and play for any Club so nominated by your Union.
- 4.4 If you wish to change your nominated Club, you may apply in writing to the Chief Executive Officer of your Union or their nominee.

5 Training and playing obligations

- 5.1 Subject to clause 5.3, you will not be required to perform more than:
 - (1) fourteen (14) hours per week of playing, training or fitness activities; and
 - (2) four (4) hours per week of other Rugby related activities including, but not limited to, medical and physiotherapy sessions, career development, and team and individual meetings.
- 5.2 During the term of your employment, you must:
 - (a) play Rugby in the teams and at the dates, times and venues nominated by your Union;

- (b) report promptly for and participate fully in all pre-season, regular season and post-season camps and training sessions and squad or team meetings nominated by your Union;
 - (c) participate fully in all tours nominated by your Union, up to a maximum per year of two (2) tours each of a maximum of ten (10) days in duration, plus up to one (1) additional tour of a maximum of three (3) weeks duration per year;
 - (d) attend all fitness tests required by your Union; and
 - (e) play Rugby to the best of your ability and in accordance with the Laws of the Game and all other applicable rules, regulations and directives.
- 5.3 The following limitations apply to clauses 5.1 and 5.2 respectively:
- (a) Clause 5.1 will not apply during any camps or tours that your Union requires you to take part in. During these times, you will be required to undertake work at the times and for the periods as instructed by your Union; and
 - (b) The maximum number of camps per year that you can be required to attend pursuant to clause 5.2(b) is three (3), each being of a maximum of four (4) days duration.
- 5.4 Your Union shall endeavour to reduce the number of hours that you are required to undertake playing, training, fitness activities or other Rugby related activities prior to or immediately after any camp or tour in which your Union requires you to take part so as to ensure there is a balance in your playing/training schedule.
- 5.5 The days and times that you will be required to attend for playing, training or fitness activities will be determined by your Union. In setting these times, the Union will have regard to any professional development and/or work commitments you advise the Union you have.
- 5.6 If you are selected to play Rugby in a Match by any Australian Super 14 Province or the ARU, you will be entitled to elect to play unless your Union notifies you and the Australian Super 14 Province or the ARU (as the case may be) that you cannot attend to train and play for one of the following reasons:
- (a) your Union has received less than forty-eight (48) notice of your selection to play and the times and locations that you are required to attend for training and playing;
 - (b) you are unfit to play due to injury or illness which is supported by medical evidence; or
 - (c) prior to your notification of selection to play in a Match by the Australian Super 14 Province or the ARU (as the case may be), you have already been notified of selection by your Union to play in a Match of comparable or greater status within three (3) days before or after the time of the first Match for which you were notified of selection.
 - (d) In this clause:
 - (1) “ARU” means the Australian Rugby Union Limited;

- (2) “Australian Super 14 Province” means any of the Queensland Rugby Union, the New South Wales Rugby Union, the Australian Capital Territory and Southern New South Wales Rugby Union, or the Western Australian Rugby Union;
- (3) “Match” means a match involving one of the teams set out in the table below. For the avoidance of doubt, the hierarchy of teams is set out below (i.e. a game involving the Wallabies is of greater status than a game involving Australia “A”):

Team
Wallabies
Australia “A”
Super 14 team
Australian Barbarians
Australian Under 21
Australian Under 19
Australian Sevens
Regional Team tour
Regional Team trial
Regional Team under 21 team
Regional Team under 19 team

- (4) “Regional Team” means the representative squad of a state, territory or province within Australia;
- (5) “selected by your Union” means selection in the 22 man squad.
- 5.7 The maximum number of games you will be required to play in any one season is thirty (30).
- 5.8 You must also attend any pre and post-match functions, official presentations and official dinners nominated by your Union.

6 Payment

- 6.1 In consideration of your performing the training, playing and other obligations set out in this letter, your Union will pay you or procure the payment to you of the amount set out in Part C of Schedule A at the times set out in Part C. This amount includes any amount required in respect of superannuation necessary to satisfy any obligations which arise under the superannuation guarantee charge legislation.
- 6.2 You may also have the option of other fringe benefits in accordance with your Union’s remuneration packaging guidelines (as those guidelines are amended by your Union from time to time). The amount of any fringe benefits tax relating to any fringe benefits you select will be deducted from your package.

- 6.3 If you are to receive any other payments and benefits they will be as set out in Part C of Schedule A.

7 Tickets

- 7.1 For any match played at the Union's home ground in which you are required to participate pursuant to the terms of this letter, your Union will provide you with four (4) admission tickets and, where your Union has access for facilities for car parking, one (1) car park pass.

8 Travel

- 8.1 The Union will where necessary arrange for return travel to, and board and lodging during any of the Union training sessions, camps, pre-season, regular season and post-season matches and any promotional, marketing or advertising engagements you are asked to attend outside the city in which you are based, and any overseas tours.
- 8.2 The Union will also arrange for and pay the premiums for travel insurance to cover you during periods of overseas and interstate travel in the course of your employment.

9 Break between seasons, annual leave and rest periods

- 9.1 You will be entitled to:
- (1) A period of four (4) weeks per year when you are not required by the ARU or the Union to perform any activity; and
 - (2) A period of four (4) weeks per year when you are required to perform ongoing training as directed by a training schedule provided by the Union but you are not required to attend specific training or fitness sessions at times nominated by the Union.

10 Sick leave

- 10.1 You will be entitled to eight (8) days sick leave annually. You may take sick leave if, in the opinion of a medical practitioner, you are prevented by your illness or injury from training, playing or attending functions and promotional activities. You must provide a medical certificate in relation to any sick leave you take.

11 Compassionate leave

- 11.1 You will be entitled to a maximum of three (3) days leave on the death of your spouse, parent or step-parent, child or step-child, grandparent, sibling, de-facto spouse, parent in-law or a member of your immediate domestic household.

12 Prohibited activities

- 12.1 During the term of your employment, you must not, without the prior written consent of the Union:
- (a) play Rugby or engage in activities related to Rugby, including strength and conditioning training, other than matches and activities played or performed under the control of or authorised by the Union;
 - (b) play any other football code or engage in activities related to any other football code including but not limited to Rugby League or Super League;
 - (c) play other sports, or engage in recreation or other activities, where there is a significant risk of personal injury or there is pre-arranged media coverage or where you are paid for your participation.
- 12.2 You acknowledge that the Union will invest time, effort, and resources in developing your potential as a Rugby Player, the loss of which cannot be estimated with any certainty and cannot be fairly or adequately compensated by damages. Therefore, you agree that the Union has the right, in addition to any other rights, to prevent or restrain you, including by injunctive relief, from engaging in the activities in paragraphs 12.1 (a) to (c) above.
- 12.3 You warrant that, at the time you sign the attached copy of this letter, you have made no contract, arrangement or commitment (whether or not legally binding) to engage in any of the activities in paragraphs 12.1 (a) and (b) above, and that you have disclosed to the Union any contract, arrangement or commitment you have made to engage in any of the activities in paragraph 12.1 (c) above. You undertake not to make any contract, arrangement, or commitment to engage in any of the activities in paragraphs 12.1 (a), (b) and (c) above *during* the term of your employment. You also undertake to notify the Union in writing within seven (7) days of your making during the term of your employment any contract, arrangement, or commitment to engage in any of the activities in paragraphs 12.1 (a) or (b) where the activities are to take place *after* the termination of your employment with your Union.

13 Publicity and Promotions

- 13.1 The ARU or the Union may, during the term of your employment without the need for obtaining the consent of or making payment to you or the Rugby Union Players' Association Inc (**RUPA**):
- (a) use your name, image, likeness, talents, identity, reputation and signature in any form or medium for the purpose of publicising and promoting the game of Rugby, the ARU, the Union, any ARU or Union team or squad and any competition or tournament in which you are required to participate; or
 - (b) require you to attend an ARU or Union hospitality event.
- 13.2 A sponsor of the ARU or your Union will not be entitled, without your agreement:
- (a) to use your name, image, likeness, talents or reputation for promotional or marketing purposes;

- (b) require you to attend any sponsor's corporate hospitality event; or
- (c) to use your signature for any purpose (except where the signature is used for charitable purposes).

13.3 During the term of your employment you must, subject to this clause 13:

- (a) co-operate with the ARU or the Union, the media (in particular the holders of broadcasting rights for Rugby), sponsors, official suppliers and licensees and any other person reasonably required by the ARU or the Union in relation to any promotional, marketing or advertising activities;
- (b) make personal appearances at various events and functions, appearances on television and radio programs and in advertisements as required by the ARU or the Union;
- (c) give interviews to television, radio, newspaper or magazine journalists as required by the ARU or the Union; and
- (d) use and endorse nominated products or services as required by the ARU or the Union.

13.4 You will not be required to attend any ARU or the Union hospitality event unless the ARU or the Union has provided you with seven days notice of the engagement and with details of the scheduled time and location of the engagement.

13.5 You agree to co-operate with the ARU or the Union by not, otherwise than in compliance with this letter, signing any jerseys, footballs or other materials on a group or team basis, and will work with the ARU or the Union and RUPA to minimise third parties obtaining signed materials other than by way of individual "doorstep" signatures.

13.6 During the term of your employment you must not:

- (a) engage in any other promotional, marketing or advertising activities of any kind whatsoever; or
- (b) make any contract, arrangement or commitment (whether or not legally binding) that requires or permits the use or exploitation of your name, image, likeness, talents or reputation for any other promotional, marketing or advertising activities;

without the prior written consent of the Union. The Union's consent may be withheld if those activities:

- (i) relate to products or services competitive with those of Protected Sponsors, official suppliers or licensees (existing or under negotiation) of the Union which have been nominated to RUPA from time to time;
- (ii) involve the disclosure of confidential or sensitive information or are critical of or prejudicial to the interests of the Union or the game of Rugby;
- (iii) tend to bring the game into disrepute;
- (iv) conflict or interfere with your obligations set out in this letter;
- (v) involve the use of any names, logos or other intellectual property of the ARU or the Union, in particular any official playing uniform; or

- (vi) include any term or provision limiting, restricting or preventing you from participating in any sponsorship, promotional or marketing activity as directed by the Union during the term of your employment with the ARU or the Union.
- 13.7 You warrant that before signing the attached copy of this letter you have disclosed to the Union full details of any contract, arrangement or commitment (whether or not legally binding) you have already made to engage in promotional, marketing or advertising activities.

14 Nominated clothing, equipment and accessories

- 14.1 Your Union, sponsors, and official suppliers may require you to wear nominated clothing and to use nominated equipment and accessories. You will be provided by your Union with the nominated clothing you are required to wear and the nominated equipment and accessories you are required to use. You agree to wear such clothing and to use such equipment and accessories as required for all official playing, training (including training camps), promotional and travelling obligations (including travelling to and from training camps).
- 14.2 You must not remove, alter or obscure any brands or other identification of any manufacturer, sponsor or official supplier from any clothing, equipment or accessories that your Union requires you to wear or use.
- 14.3 You must not use the names, logos or other property of the ARU or the Union, or any clothing, equipment, or accessories provided to you in connection with your employment, for any purpose not expressly authorised by your Union.
- 14.4 Subject to this clause 14, you are entitled to use the boots of your choice during both matches and training sessions. Unless otherwise approved by the ARU or the Union the boots worn during matches must be predominately black and white in colour.
- 14.5 In accordance with clause 13.6, you are entitled to enter into commercial agreements to promote and endorse publicly the playing boot of your choice. Such agreement must relate only to playing boots.

15 Health insurance

- 15.1 You warrant that you are a financial member of, and contributor to, a registered health fund approved by the Union. You undertake to ensure by prompt payment of contributions as and when they fall due and by compliance with all other rules and regulations of the fund that you will remain at all times eligible to receive, in case of sickness, injury or other contingencies covered by the fund, the maximum benefits offered by the fund and available on payment of the highest contributions. You acknowledge that the Union is liable at any time for your contributions, nor to make any payment to you upon your failure to comply with your obligations under this clause. Your Union may at any time require you to produce proof of membership and financial status in your health fund.

- 15.2 Your Union will pay the difference between the total medical bill and the amount payable by your private hospital and medical benefits scheme (at the level required by Clause 15.1) in respect of any medical expenses incurred by you in receiving treatment concerning any playing related injuries sustained during your employment under this contract by the Union.
- 15.3 You must promptly report to your Union's medical advisers any injury, illness or ailment sustained during, or arising out of or in the course of your employment with your Union or which is of a kind likely to prevent you from performing any of your obligations under this letter.

16 Physical condition and selection

- 16.1 You acknowledge that you are competing with other players for a position in the squads and teams selected by the Union. You also acknowledge that your selection in the Union squad or team is a matter within the complete discretion of the Union, as the case may be.
- 16.2 You warrant to the Union that to the best of your knowledge you are in excellent physical condition, and you undertake to take all reasonable steps to maintain yourself in excellent physical condition (save for injury suffered or incurred in the performance of your obligations set out in this letter) including following reasonable directions by the Union in relation to the treatment of any injury or other condition.
- 16.3 You agree to undergo complete physical examinations by medical personnel nominated by your Union upon request. During any physical examination, you agree to make full and complete disclosure to the medical personnel of any physical or mental condition you are aware of, including but not limited to any medication or treatment you are having, which would or might impair the performance of your obligations set out in this letter, and of any form of supplementation you are taking, and to respond fully and in good faith to all questions about any such condition, medication, treatment or supplementation. You also agree to provide samples for drug testing whenever you are required to do so by the Australian Sports Drug Agency or any other body recognised by the ARU.
- 16.4 Your medical records and the results of any drug tests will be kept confidential by the ARU and the Union. Your Union will not, except in the event of an emergency or under compulsion of law, release these details to any third party without your prior written permission.
- 16.5 If you breach the obligations in this clause 16, then your Union may terminate your employment immediately without penalty other than the payment of all amounts due to you up to the date of termination.

17 Career and training development

- 17.1 You will be required by the Union to undertake a program of career and training development throughout the term of your employment.

- 17.2 The nature of this program will depend on a range of factors including your individual circumstances.

18 Injury and termination

- 18.1 You acknowledge that you are employed to develop your skill and experience to become a Rugby player capable of being a regular player in the Super Tournament and that you will be unable to perform the obligations set out in this contract if you become ill, injured, or unfit.
- 18.2 If, during the term of your employment, you are injured as a result of performing your obligations under this contract (such injury to be verified to the satisfaction of the Union), then you will continue to receive your payments under this contract until the term of this contract expires or is otherwise terminated in accordance with its terms.
- 18.3 If, during the term of your employment, you are injured other than whilst performing your obligations under this contract, you agree to undergo a complete physical examination by medical personnel nominated by the Union in order to determine whether you are physically fit for the discharge of your playing and training obligations set out in this contract.
- 18.4 The medical personnel will furnish a report of the medical examination to the ARU, to the Union and to you, setting out an opinion as to whether or not you are fit to play Rugby, and if unfit, whether or not it is likely that you will be unfit for a period of six (6) months or more after the date of the medical examination.
- 18.5 If, following the receipt of the report, in the sole discretion of the Union you are unfit to play Rugby and are likely to remain unfit for a period of six (6) months or more, the Union may give you written notice of the termination of your employment. You will be provided with not less than twelve (12) weeks notice (or payment in lieu of notice).
- 18.6 At the conclusion of the notice period, the Union must pay you all amounts due to you up to the date of termination and, in addition, an amount equivalent to one third of your contract amount for the period between the date of termination and the date specified in Part A of Schedule A.
- 18.7 Any payments due to you under this clause do not include match payments, which are not payable in respect of matches you do not play.
- 18.8 Your employment will not be terminated in breach of any applicable legislation dealing with illness, injury, or workers' compensation.

19 Rules

- 19.1 You agree to be bound by, and to comply with the Bye-laws, Regulations, and Resolutions of the Council of the International Rugby Board (**the IRB**), the By-laws and Codes of Conduct of the ARU and the Union, and any other by-laws, regulations and codes of conduct in effect during the term of your employment.
- 19.2 You acknowledge that you have reviewed the website of the IRB (www.irb.com) that sets out the Bye-laws, Regulations and Resolutions of the Council of the IRB

and have been provided with a copy of the Bye-laws, and Codes of Conduct of the ARU and the Union currently in force prior to signing a copy of this letter.

- 19.3 By signing this letter, you agree to be bound by the Bye-Laws, Regulations, and Resolutions of the IRB and the Bye-Laws and Codes of Conduct of the ARU.
- 19.4 If you are unable to access the IRB website prior to signing this letter, please advise the ARU or the Union and request a copy of the IRB documents to be provided to you.

20 Confidentiality

- 20.1 The financial arrangements in Schedule A to this letter are confidential. The Union and you agree not to disclose the financial arrangements to any person other than your legal or financial advisers or as required by law. If you breach this clause, your Union may, in its discretion, do one or more of the following:
- (a) fine you;
 - (b) suspend you; or
 - (c) terminate your employment immediately without penalty, other than the payment of all amounts due to you up to the date of termination.

21 Summary termination, fines, suspension and performance management

- 21.1 You acknowledge that the ARU, the Union and the game of Rugby would be damaged by any impairment of public confidence in the honest and orderly conduct of matches and competitions or in the integrity and good character of Players and other participants.
- 21.2 If you:
- (a) do anything which may adversely affect or reflect on or discredits the game of Rugby, the ARU, the Union or any squad, team, competition, tournament, sponsor, official supplier or licensee, including, but not limited to, any illegal act or any act of dishonesty or fraud;
 - (b) breach the terms set out in this letter and do not remedy the breach within fourteen (14) days of receipt of notice in writing from your Union requiring you to remedy the breach;
 - (c) breach the ARU or the Union Code of Conduct or the ARU's Doping Bye-laws;
 - (d) seriously or repeatedly breach or fail to observe the terms set out in this letter;
 - (e) commit any act of serious misconduct;
 - (f) repeatedly breach the Laws of the Game relating to Foul Play or Misconduct; or

- (g) assault, abuse, threaten or intimidate a referee or touch judge, whether on or off the field;

then your Union may do one or more of the following:

- (i) fine you;
- (ii) suspend you; or
- (iii) terminate your employment immediately without penalty, other than the payment of all amounts due to you up to the date of termination.

- 21.3 If your Union fines or suspends you for breaches of the terms set out in this letter:
- (a) the maximum amount of a fine will be equal to twenty-eight (28) days of your annual remuneration set out in Part C; and
 - (b) the maximum period of suspension for breaches of the terms set out in this letter will be one (1) month.
- 21.4 As you will be aware, longer periods of suspension may be imposed by Judiciary Committees and similar bodies for breaches of the Laws of the Game or the Doping Bye-laws.
- 21.5 If a fine or suspension is imposed other than in the circumstances referred to in clause 21.4, you will be given an opportunity to be heard in person by a committee of three (3) directors of your Union, including one (1) of the Player Directors, or their respective nominees. You must make your request for a hearing within forty eight (48) hours of your being notified of the fine or suspension.
- 21.6 You agree to pay all fines promptly. If any fines remain outstanding for longer than twenty eight (28) days, your Union may terminate your employment immediately without penalty other than the payment of all amounts due to you up to the date of termination.
- 21.7 During the term of your employment you must perform at the level required by the Union. Proper performance of your duties will be assessed with respect to your off-field conduct, including arriving on time for training sessions and attending all training sessions
- 21.8 You acknowledge that the ARU will not, without the prior written agreement of RUPA, alter, amend, or replace the ARU Code of Conduct or the ARU Anti-Doping Bye-Law in terms of its application to you. If at any time the ARU Code of Conduct or the ARU Anti-Doping Bye-Law is inconsistent with the terms of the Player Contract, then the terms of the ARU Code of Conduct or the ARU Anti-Doping Bye-Law will prevail.
- 21.9 You acknowledge that the Union will not, without the prior written agreement of RUPA, alter, amend, or replace the Union Code of Conduct in terms of its application to you. If at any time the Union Code of Conduct is inconsistent with the terms of the Player Contract, then the terms of the Union Code of Conduct will prevail.
- 21.10 You acknowledge that the pro-rata amount of any payments otherwise due to you under this letter may not be payable during any period of suspension for breaches of the Laws of the Game, Doping Bye-laws or similar requirements, including periods of suspension imposed by Judiciary Committees and similar bodies of the ARU, the Union or any competition or tournament in which you participate to a

maximum of four (4) weeks other than in respect of a breach of the Doping Bye-Laws, where a longer period of suspension (and consequently longer periods where your payments may be suspended) may apply.

22 Declaration of Eligibility

You must provide a completed copy of the form as set out in Schedule C to the ARU at the same time you return a signed copy of this letter to the Union.

23 Grievance procedure

- 23.1 You agree to be bound by the grievance procedure set out in Schedule B to this letter.

24 General

- 24.1 The ARU and the Union will send all notices and other written communications to you at your address set out above. You must inform the Union if that address changes.

If you wish to send a notice to the ARU, it should be to:

AUSTRALIAN RUGBY UNION LIMITED

Level 7,
Australian Rugby House
181 Miller Street
NORTH SYDNEY NSW 2059
Fax number: 02 9955 3299.

- 24.2 If you wish to send a notice to the Union, it should be to:

[insert address details for the Relevant Union].

- 24.3 Your employment will be governed by the laws of **[insert relevant State or Territory]** and you agree to the non-exclusive jurisdiction of the courts of **[insert relevant State or Territory]**.
- 24.4 If any restraint imposed under this letter or any other term of your employment contract is invalid or void to any extent, you agree that the restraint or term will be valid to the extent, if any, that a court thinks fit and that any invalid or void term will be severable from the other terms of your employment contract.
- 24.5 This Agreement may only be amended in writing signed by the Parties and provided any such amendment is of more benefit to you.
- 24.6 This contract is to be construed subject to any applicable legislation. If any provision of this contract is inconsistent with any applicable legislation which may not be contracted out of, then the terms of the applicable legislation will prevail, and this contract will be inoperative to the extent of any inconsistency.
- 24.7 The ARU and the Union believe that this letter sets out all the terms of your contract with the ARU and the Union and that it supersedes any prior agreement

you may have had with the ARU or the Union. If there are any other matters that you have relied on in our negotiations or discussions to date or any other matters you wish to discuss, please let us know before you sign the attached copy of this letter so that we can consider them and, if necessary, include them in the terms set out in this letter to ensure that it is complete when you sign it.

- 24.8 If you agree to the terms set out in this letter, please sign and date the attached copy of this letter and return it to the Union to confirm your acceptance of employment with the Union on the terms set out above.

Yours sincerely

[Name of Relevant Officer]
Australian Rugby Union Limited

[Name of Relevant Officer]
[Name of Relevant Union]

Schedule A

Name of Player:

PART A

Term:

Commencement Date: []

Termination Date: 30 September [insert year – no more than two years from the date specified in clause 2.1(a)]

PART B

Club:

PART C

Remuneration

[**\$** during the term of your employment. This amount will be divided into [number of months in the contract] equal parts. You will be paid in equal monthly instalments on or before the last day of each calendar month throughout the term of this Academy Contract.]

Other Benefits

PART D

(a) Bonus Arrangements

[As agreed between the Player and the Union.]

Schedule B

Grievance Procedure

In order to facilitate the expeditious and orderly handling and resolving of disputes, consonant with the requirements of natural justice and procedural fairness, the following procedures will exclusively apply. At all times whilst a dispute is being dealt with under the provisions of this Schedule a Player must continue to abide by the terms and conditions of their Player Contract.

1 Definitions

In this Grievance Procedure, unless the subject or the context otherwise requires:

- 1.1 **Dispute** means a complaint by a Player concerning the act or omission of a Rugby Body or by a Rugby Body concerning the act or omission of a Player which involves the interpretation of the Standard Player Contract, but does not include any matter arising under clause 21 of this letter.

Dispute does not mean a dispute arising between Rugby Bodies or RUPA concerning the construction or application of or compliance with the Collective Bargaining Agreement. Such a dispute is to be dealt with in accordance with the dispute clause contained in the body of the Collective Bargaining Agreement.

- 1.2 **Mediation** means mediation by the National Sports Dispute Centre pursuant to the rules of that body and the following provisions:
- (a) On or before 30 April in each year during the Term, the Rugby Bodies will confer with RUPA and will agree on a panel of not more than fifteen (15) and not fewer than five (5) mediators selected from a list of mediators registered with the National Sports Dispute Centre (**the Panel**).
 - (b) Failing agreement, the Panel will be constituted by five (5) mediators registered with the National Sports Dispute Centre nominated by the Rugby Bodies and five (5) mediators registered with the National Sports Dispute Centre nominated by RUPA.
 - (c) On each occasion that a mediator is required pursuant to this Schedule B, a mediator will be selected from the Panel by the Registrar of the National Sports Dispute Centre or his or her nominee.
- 1.3 **Rugby Body** mean the Australian Rugby Union Limited (**the ARU**), the New South Wales Rugby Union Limited (**the NSWRU**), the Queensland Rugby Union Limited (**the QRU**), the Australian Capital Territory and Southern New South Wales Rugby Union Ltd (**the ACTRU**) or the Western Australian Rugby Union Inc. (**the WARU**).
- 1.4 **Team Manager** means that person officially appointed by the relevant Rugby Body as the team manager of the Wallabies, the ACTRU Rugby Team, the NSWRU Rugby Team, the QRU Rugby Team or the WARU Rugby Team.

2 Initiation of Grievance Procedure by a Player

- 2.1 If a Player is of the opinion that he has a Dispute with the Rugby Body by which he is employed, the Player must first discuss the Dispute with the Team Manager or his nominee. If the Dispute is not resolved to the satisfaction of the Player as a result of such discussion, the Player or RUPA (with the consent of the Player) may serve a written notice setting out the particulars of the Dispute on the Team Manager.
- 2.2 The Team Manager or his nominee must notify the Player in writing of the Rugby Body's decision in relation to the Dispute within seven (7) days after receipt of the written notice from the Player.
- 2.3 If such decision does not resolve the Dispute to the satisfaction of the Player, the Player or RUPA (with the consent of the Player) may serve a further written notice on the Chief Executive Officer of the Rugby Body. The Chief Executive Officer of the relevant Rugby Body (whichever may be the case) must, within fourteen (14) days of receipt of such notice, refer the Dispute to Mediation.
- 2.4 If Mediation is able to bring about a settlement of the Dispute to the satisfaction of the Player and the relevant Rugby Body, the Mediator must serve a written notice on the Player and the relevant Rugby Body, setting out the terms of such settlement, which terms will upon acceptance by the Rugby Body and the Player be final and binding on the Rugby Body and the Player and (if appropriate) RUPA.

3 Initiation of Grievance Procedure by a Rugby Body

- 3.1 If the Team Manager or his nominee is of the opinion that he has a Dispute with a Player employed by the Rugby Body, the Team Manager or his nominee must first discuss the Dispute with the Player. If the Dispute is not resolved to the satisfaction of the Team Manager, or his nominee as a result of such discussion, the Team Manager or his nominee may serve a written notice setting out the particulars of the Dispute on the Player.
- 3.2 The Player must notify the Team Manager or his nominee in writing of the Player's decision in relation to the Dispute within seven (7) days after receipt of the written notice from the Team Manager or his nominee.
- 3.3 If such a decision does not resolve the Dispute to the satisfaction of the Team Manager or his nominee, the Team manager or his nominee may serve a further written notice on the Player and on the Chief Executive Officer of the relevant Rugby Body. The Chief Executive Officer of the relevant Rugby Body must within fourteen (14) days of receipt of such notice refer the Dispute to Mediation.
- 3.4 If Mediation is able to bring about a settlement of the Dispute to the satisfaction of the Player and the Team Manager or his nominee, the Mediator must serve a written notice on the Player and the relevant Rugby Body setting out the terms of such settlement, which terms will upon acceptance by the Player and the Rugby Body be final and binding on the Player and the Rugby Body.

Schedule C

DECLARATION OF ELIGIBILITY OF A PLAYER TO PLAY FOR:

- THE SENIOR FIFTEEN-A-SIDE NATIONAL REPRESENTATIVE TEAM
- THE NEXT SENIOR FIFTEEN-A-SIDE NATIONAL REPRESENTATIVE TEAM OR
- THE SENIOR NATIONAL REPRESENTATIVE SEVENS TEAM OF A UNION

DECLARATION OF PLAYER

I _____ (Name) of _____ (Address) confirm that, I have read and understand the criteria for eligibility set out in Regulation 8 of the IRB Regulations Relating to the Game (IRB Regulations) and I hereby declare that I am eligible to play for _____ Union because:-

Tick applicable box(es)

- I was born in the country for which fifteen-a-side senior National Representative Team or the next senior fifteen-a-side National Representative Team, or the senior National Representative Sevens Team of the Union for which I intend to play; or
- One of my parents or grandparent was born in the country for which senior fifteen-a-side National Representative Team or the next senior fifteen-a-side National Representative Team or the senior National Representative Sevens Team of the Union for which I intend to play; or
- I have completed thirty-six consecutive months of Residence immediately preceding the time of playing in the country for which senior fifteen-a-side National Representative Team or the next senior fifteen-a-side National Representative Team or the senior National Representative Sevens Team of the Union for which I intend to play.

AND

- I have not played for the senior fifteen-a-side National Representative Team or the next senior fifteen-a-side National Representative Team or the senior National Representative Sevens Team of any other Union.¹

I have attached to this declaration relevant documentation² to prove my eligibility to play for the senior fifteen-a-side National Representative Team or the next senior fifteen-a-

¹ If a Player has played for another Union's senior fifteen-a-side National Representative Team or next senior fifteen-a-side National Representative Team or senior National Representative Sevens team, this must be stated on this declaration form. For the avoidance of doubt, Players would only be eligible to play for a second Union if they can demonstrate that they allowed 36 consecutive months to elapse before they played for a second Union and that they played for that second Union before 1 January 2000. Any such Players should submit in writing the circumstances of such participation on a separate sheet.

² Players are expected to provide valid copy birth certificates or other relevant formal documentation in support of their declaration. Players may be requested to provide additional documentation as appropriate in support of their eligibility to play for a senior National Representative Team or the next senior National Representative Team of a Union.

side National Representative Team or the senior National Representative Sevens Team of _____ Union and I understand and accept that if I am found to have played for the senior fifteen-a-side National Representative Team or next senior fifteen-a-side National Representative Team or the senior National Representative Sevens Team of a Union without satisfying the eligibility criteria set out in Regulation 8 of the IRB Regulations, and/or to have provided inaccurate information in this declaration then I and the Union concerned will be subject to sanctions.

PLAYER'S SIGNATURE: _____

DATE: _____

DECLARATION OF UNION

I _____ (Name) the _____ of _____ (Position and Union) hereby declare that the _____ Union has made all such necessary enquiries in relation to the above Player's eligibility to play for the senior fifteen-a-side National Representative Team or the next senior fifteen-a-side National Representative Team or the senior Sevens National Representative Team of the Union. I further declare that the Union is satisfied that the information provided by the Player in his declaration is correct, that the documentation in support of the Player's declaration is valid and that the Player is eligible to play for the senior fifteen-a-side National Representative Team or the next senior fifteen-a-side National Representative Team or the senior National Representative Sevens Team of _____ Union. I understand and accept that if a Player plays for the senior fifteen-a-side National Representative Team or the next senior fifteen-a-side National Representative Team Union or the senior National Representative Sevens Team without satisfying the eligibility criteria set out in Regulation 8 of the IRB Regulations and/or the Union has provided inaccurate information in this declaration then the Union will be subject to the fixed penalty sanctions set out in Regulation 8.

Signed: _____ Date: _____
