



Date

NAME
ADDRESS
SUBURB
POSTCODE STATE

Dear NAME

BASKETBALL AUSTRALIA - PLAYER AGREEMENT

Please read this letter of agreement carefully.

This letter (together with the Schedule and Annexure) comprises an agreement between Basketball Australia Limited ("BA") and you.

Once you have read and understood this letter, please complete Item 4 of the Schedule and then sign and date the duplicate copy provided to you and return it to BA. You should keep the original of this letter as it is an important document to which you may wish to refer from time to time.

Background

1. BA selects and manages national teams to represent Australia in international basketball events and competitions.
2. You have been identified as a skilled basketball player. BA wishes to engage you as an independent contractor, to be a member of the Australian Women's National Opals squad from which the Australian Opals national team will be selected from time to time. You and BA agree that nothing in this agreement creates a relationship of employee/employer or principal/agent.
3. BA is responsible for determining whether or not you will be selected in any Team to represent BA. Selection of players to represent BA in national teams will be done in accordance with the BA National Teams Selection Policy ("Policy") as amended from time to time (a copy of which will be provided to you by BA upon request and with reasonable notice). If from time to time BA does not have a Policy in place, selection of players in the Squad or any Team will be at the sole discretion of BA.

The Benefits

4. In consideration of you complying with your obligations under this agreement BA will provide you with the benefits set out in Item 2 of the Schedule attached to this letter for the term of the agreement ("Term") as defined in clause 11(a).

Your obligations

5. General Obligations

You will:

- (a) make yourself available for all national squad and team training and games in accordance with the BA approved program. You acknowledge that compliance with this obligation may restrict your freedom to meet other playing commitments but that such a restriction is reasonable, necessary and desirable for the purposes of facilitating the national squad and team, ensuring it

Commented [1]:

All - compulsory means that players are forced to missed games. Could it be enacted to prevent players playing elsewhere? Doesn't fit in with Selection Criteria requirements if camps go over the minimum amount necessary under those documents (depending on World Cup or Olympics and qualifiers)

is competitive and successful and for the development and participation of competition in future Australian representative teams. You acknowledge that for the sake of allowing a full preparation of the national squad and team, you will need to comply with the 2012 Australian Olympic Team Basketball Australia Nomination Criteria. A copy of this document can be found at www.basketball.net.au

Commented [2]:

- (b) comply with all reasonable directions of the Head Coach or the Team Manager appointed by BA;
- (c) work towards the attainment of your full potential in the sport of basketball. As such, you agree that you will fulfil any training and fitness program put into place by the Head Coach and advised to you, whether as part of a training camp or otherwise;
- (d) abide by both the rules and the spirit of the sport of basketball;
- (e) encourage public recognition and support of BA and be available to assist and co-operate in BA's public relations exercises and sponsorship activities when reasonably requested. BA will use its reasonable endeavours to ensure such activities will not unreasonably disrupt your employment, training and competition schedule, or conflict with your personal sponsorship arrangements as identified in Item 4 of the Schedule. Such activities will not unreasonably disrupt your employment, training and competition schedule or conflict with your personal player sponsorship arrangements;
- (f) comply with the BA's Code of Conduct as amended from time to time as set out in Annexure A of this agreement;
- (g) comply with BA's Anti-Doping By Law as amended from time to time, which you may inspect at BA's website (www.basketball.net.au) or at the office of BA upon reasonable notice. You acknowledge that compliance with this By-Law may require you to advise the Australian Sports Anti-Doping Authority of your whereabouts from time to time so that you are contactable for out of competition testing.
- (h) ensure you have "top level" private hospital and ancillary/extras health (e.g. physio, optical, ambulance) insurance cover at all times during the Term;
- (i) waive and expressly release BA from any right or claim to receive any employment benefit (other than those benefits set out in this agreement) whether arising under award or otherwise at law, particularly vacation and long-service leave;
- (j) observe and comply with the constitution, rules, policies and by laws of BA (which you may inspect at the office of BA upon reasonable notice);
- (k) consent to the medical staff of BA collecting and disclosing your medical details (which affect your ability to perform in a basketball game or training session) to the Head Coach or General Manager, High Performance and, in turn, the Chief Executive of BA. In addition, you must disclose to the General Manager, High Performance, at the first opportunity, any medical condition that might prevent you from fulfilling, or interfering in any way with any national Squad or Team activities for which you may be selected;
- (l) not bet, directly or indirectly, on any game in which the Australian Team participates or on any games involving other teams in a tournament in which the Australian Team is participating;
- (m) not offer or receive any bribe or inducement and not do or fail to do any act in any game you play which causes the result to be determined otherwise than on its merits;

- (n) not disclose to any person any information which is or could be relevant to betting which is not otherwise publicly available;
- (o) other than in connection with bona fide media interviews and public commitments, not, and must not direct or arrange any other person to, for benefit or reward (whether for themselves or any other person) provide any information concerning an Australian Team game, players in such a game (including the team's actual or likely composition, the form or health of individual players or tactics), the status or possible outcome of such a game, or the possible occurrence of any event connected with such a game; where such information is not otherwise publicly available at the time of the disclosure;
- (p) not comment to the media as a BA player without the consent of the BA Chief Executive, unless on matters relating to personal performance;
- (q) not make statements or demonstrations (whether verbally, in writing or by any act or omission) regarding political, religious or racial matters, as such matters are contrary to the objects and purposes of BA;
- (r) not allow your name, image, likeness, person or performance as a BA player ("Identity") to be used by any party for advertising, sponsorship, endorsement or promotional purposes, without the approval of the BA Chief Executive, which will not be unreasonably withheld;
- (s) be responsible for the payment of any taxation in respect of any amount you receive under this agreement;
- (t) when representing the Squad or the Team, wear the clothing as directed by BA. Any name, trademark, logo or slogan on the clothing must not be removed, defaced or otherwise altered, and no other name, trademark, logo or slogan (except that of the manufacturer) is permitted;
- (u) travel to and from training and competition on the dates, and in the manner, as determined or approved by BA.

Sponsorship

5. You must provide BA with a list of your personal sponsorship arrangements so BA can determine those that conflict with BA's sponsors set out in Item 3 of the Schedule. Other than for any conflicting sponsor(s) you may have (which you must set out in Item 4 of the Schedule) you will agree to:
 - (a) participate in appropriate sponsorship activities in a manner compatible with enhancing BA's reputation and with fundraising activities of BA;
 - (b) assist and co-operate with BA and BA's sponsors in Item 3 of the Schedule to enable BA and those sponsors to maximise the promotional benefits from the sponsors' sponsorship of BA;
 - (c) comply with all reasonable directions of BA in assisting BA and those sponsors;
 - (d) allow BA to use your Identity (as a BA player) to promote BA or any program of BA;
 - (e) You shall be entitled to decline to undertake or participate in any sponsorship or promotional activity where prior commitments of an occupational, educational, training or competitive nature conflict with the proposed activity;
 - (f) You shall not appear or participate in, or permit your identity to be used in, any advertising, promotion or marketing activities for any person other than BA or BA's sponsors, without the prior written consent of the BA Chief Executive, which consent will not be unreasonably

withheld.

Discipline

7. If at any time, you fail to comply with any of your obligations in this agreement (including but not limited to failing to comply with the Code of Conduct under clause 5(f)), BA may take such disciplinary action, as it considers fit including but not limited to the following:

- (a) counselling;
- (b) fines;
- (c) suspension; or
- (d) expulsion from the squad or team

This disciplinary provision is in addition to BA's right to terminate this agreement under clause 9(b)(iii) and any rights BA may have under its constitution.

Indemnity

- 8.
- (a) You agree to indemnify and keep indemnified BA, its officers, directors, committee members, employees and agents from and against all claims, actions, suits, proceedings, causes of action, damages, losses, demands, moneys, costs and expenses (including legal costs) arising or incurred by BA directly or indirectly in connection with any act, omission or misconduct by you or any breach or non-performance by you of your obligations under this agreement.
 - (b) BA agrees to indemnify and keep indemnified you from and against all claims, actions, suits, proceedings, causes of action, damages, losses, demands, moneys, costs and expenses (including legal costs) arising or incurred by you directly or indirectly in connection with any act, omission or misconduct by BA or any breach or non-performance by BA of its obligations under this agreement.

Term and Termination

- 9.
- (a) Term of Agreement

This agreement shall commence on the date of this letter, and subject to the other provisions of this clause, shall terminate on the date set out in Item 1 of the Schedule ("Term").
 - (b) Termination

This agreement may be terminated prior to the end of the Term by: -

 - (i) agreement;
 - (ii) you or BA, by notice in writing to the other, if either party fails to comply with any of its obligations in this agreement and the other party has given written notice of such default and the default is not remedied within fourteen days after such notice;
 - (iii) BA, by immediate notice in writing to you if, at any time, you commit a breach of discipline, or behave in a manner that brings the sport of basketball or BA into disrepute.
 - (iv) BA, by notice in writing to you, if you breach the BA Code of Conduct or the BA Anti-doping By-Law.

Restraint of Trade

10. You acknowledge and agree that this agreement restricts your absolute freedom to exploit your identity. You acknowledge and agree that such restrictions are reasonable, necessary and desirable in the public interest and for the purposes of protecting the sources of income from marketing and fundraising, which is necessary to fund the operations of BA in facilitating the Team, and for the development and participation of competition in future Australian representative teams.

Dispute Resolution

11. You agree that if there is a dispute about the interpretation of this agreement or any other matter arising under it (except termination), that the dispute will be arbitrated by the Court of Arbitration for Sport in accordance with the Code of Sports Related Arbitration.

Governing Law

12. Subject to clause 11, this agreement is governed by the laws in the State of New South Wales and you and BA agree to irrevocably submit to the jurisdiction of the courts in that State.

Confidentiality

13.
 - (a) You agree that you will not at any time, whether during or after the Term, disclose to any person (including another player) any confidential information you obtain during the Term.
 - (b) In addition you must keep the contents of this agreement confidential to yourself during and after the Term, except for the purposes of obtaining legal and financial advice or as otherwise required by law.
 - (c) Unless otherwise agreed in writing, all confidential records, documents and other papers together with any copies or extracts thereof, made or acquired by you under this agreement be the property of BA and must be returned to BA on termination of this agreement.
 - (d) "Confidential information" shall include all information which has been specifically designated as confidential by BA and includes but is not limited to any information which relates to:
 - (i) the sporting, commercial and financial activities of BA;
 - (ii) the directors, officers or employees of BA;
 - (iii) to the suppliers or sponsors of BA; or
 - (iv) to the trade and sporting secrets of BA including but not only strategic plans and financial matters.

Copyright and Proprietary Rights

14. You agree that you are not entitled to any copyright or other intellectual property right in or arising from any work you produce under this agreement. . This includes but is not limited to any program, strategy or system you develop under this agreement. Any copyright or other intellectual property right or merchandising rights in such work shall vest in, and be the sole and exclusive property of, BA.

Privacy Statement

15. You consent to the health information being collected by BA or any other third party in accordance with this agreement (including but not limited to clause 5(k)). BA requires the personal information set out in or provided in accordance with this agreement for use in relation to your participation as a member of the Squad and Team. Your personal information will only be used in accordance with the objects of BA, BA general business and in relation to your participation as a member of the Australian national squad. Your details may, for example, be included in BA publications and disclosed to third parties (in accordance with this agreement). You are able to access your personal information through BA upon reasonable notice.

Yours faithfully

Chuck Harmison
General Manager High Performance
Basketball; Australia

I, **NAME**, have read this letter and understand it. I acknowledge and agree to its terms and agree to be bound by it.

SIGNED by

Player

DATE:

SCHEDULE A

Item 1: Termination Date: 31 October 2014

Item 2: The Benefits:

Basketball Australia shall:

- a) Pay you a fee based upon the number of nights you are away from your normal home while either in training camp or representing Australia in tours or official competitions. The amount paid shall differ as set out below and shall be paid by BA within 21 days of the completion of an event (namely a training camp, overseas tour or a domestic series of official matches) the fee for your services is as follows:
 - i) where the activity is a training camp or games specified by BA and the Head Coach as training or selection games - \$120.00 per night away from home.
 - ii) where the activity is an overseas tour, or an official domestic series of official matches and includes designated training camp days - \$250.00 per day on game days and/or \$120 per designated training camp day/travel day. BA and the Head Coach will specify training camp days, if applicable, prior to departure.
 - iii) All fees specified above are gross amounts and exclude GST. Should GST be payable by you, you must provide BA with a tax invoice before GST is paid by BA
- b) pay the cost of business class travel to World Championships and Olympics. Pay the cost of economy travel to all other events. BA will use its best endeavours to have flights upgraded to premium economy where it is able to do so at no additional cost to BA;
- c) pay the cost of accommodation where you are playing or training with the Squad or Team and are required to stay at a specified place of accommodation;
- d) provide meals where the Squad or Team is training (during camp or tour), playing or travelling to and from an official match, training camp or tour;
- e) pay the cost of medical, hospital or dental expenses which are not able to be recovered by you from Medicare or the private hospital and ancillary health insurance cover of which you are a member, provided that the expenses arise from an injury or illness incurred by you while playing or training with the Squad or Team and provided that such treatment is authorised in writing in advance by the Chief Executive of BA;
- f) make available for you reasonable medical and training facilities for each match or training session in which the Squad or Team participates;
- g) assist you to apply for such Commonwealth, State/Territory or other funding schemes for athletes as are available to you from time to time;
- h) provide a Head Coach and other support staff (as determined by BA in its sole discretion) who are responsible for the training, coaching and preparation of you as a member of the

Squad or the Team;

- i) provide insurance for you during the Term; full policy conditions may be obtained from BA upon reasonable request.
- j) provide you with a maximum 4 complimentary tickets to any game in which you play, where the game is controlled by BA, if requested by you for use by family or friends.
- k) pay you a share of any prize monies earned by the Team while you are playing – your share will be an even split of such prize monies once received by BA based on the following formula.
 - i) Appearance fees awarded to the Team will be paid to BA. The appearance fee will either be an amount paid separately by an organiser for the Team to compete in the competition or, if such an amount is not nominated, then the appearance fee will be the equivalent of the lowest amount of prize money paid to any Team in the tournament.
 - ii) 50% of the prize money will be paid to BA (after appearance fee deducted)
 - iii) the remaining 50% will be split evenly amongst all Team members, including Team staff

For GST purposes, you agree that the consideration received by BA for any taxable supplies it makes to you, namely that restrictive covenants imposed on you under this agreement, is \$1.00.

Item 3: Basketball Australia SPONSORS (at the date of this contract)

- AUSTRALIAN SPORTS COMMISSION: Major Sponsor of Basketball Australia
- JAYCO: Naming Rights sponsor to Opals
- Air BnB: Naming Rights Partner of the Australian National Men's Program
- PEAK SPORTS: Official Apparel to Basketball Australia National Teams
- SPALDING: Official Game Ball Supplier to Basketball Australia
- SPORTING PULSE: Technology Sponsor of Basketball Australia

Basketball Australia SUPPLIERS

- VICTOR SPORTS: Official Medical Supplier
- MUSHASHI: Official Supplements Supplier
- KANGAROO PHOTOS: Official Photographer of Basketball Australia (exclusive photographer of AJC)

Item 4: Your Conflicting Sponsors: (please list here)

Annexure A

PLAYER CODE OF CONDUCT

As a player contracted by Basketball Australia ("BA") I agree that it is important that my behaviour, on and off the court, is of a high standard and accordingly I will:

1. Comply with the BA and League standards and policies, which include:
 - a) Anti-Doping policy;
 - b) Illicit Drugs in Sport policy;
 - c) Integrity policy, which regulates a range of behaviours in regards to betting on basketball games.
 - d) All other BA policies
2. Ensure that I am aware of all BA or League rules and policies that apply to me. I acknowledge that it is does not excuse my behaviour to say that I did not know what a particular policy said.
3. Play according to the rules of basketball that govern each particular competition in which I compete.
4. Not make statements or take part in demonstrations (whether verbally or in writing) or allow my image or reputation to be associated with something or use my involvement with BA or the League to promote my own beliefs, behaviours or practices where I know, or reasonably should know, that they are or could be:
 - a) Inconsistent with those of BA or the League;
 - b) Prejudicial to or contrary to the objects, purposes or interests of BA or the League;
 - c) Something that will bring BA or the League into disrepute or be otherwise harmful to the interests of basketball and/or BA and/or the League.
5. Treat people involved in the game of basketball with courtesy, respect and with proper regard for their rights and obligations and I will respect the property of another person. In particular, I will respect and demonstrate a spirit of fair play and non violence at all times.
6. Refrain from:
 - a) form of abuse, harassment or discrimination, or any conduct which might reasonably be regarded as abuse, harassment or discrimination towards others;
 - b) unnecessary or obvious dissension, displeasure or disapproval with officials' decisions at all times.
7. Avoid making public comments about:
 - a) referees, coaches and other team and game officials;
 - b) other players (whether on my team or an opposing team);
 - c) any matter that could have the effect of being prejudicial to the best interests of the game of basketball, BA and/or the League.

I acknowledge that any statement that I make, or allow to be made seemingly on my behalf, through social media such as Facebook or Twitter are public comments and that I will be held responsible for any such comments.

8. Respect the law and customs of each area I visit and I will refrain from any conduct which:
 - a) is; or
 - b) might reasonably be regarded as, or
 - c) is investigated for potentially being,
 - i) a breach of the criminal law applicable where I am at any time.
9. Be responsible in my consumption of alcohol products at all times (whether or not I am involved in basketball activities).
10. Behave at all times in a manner that upholds the highest standards of integrity and dignity. I will not engage in any conduct which is unbecoming of a national level player or that brings the game of basketball and / or BA and/or the League into disrepute or be otherwise harmful to the interests of basketball and / or BA and/or the League.