

Collective Bargaining Agreement

“2012 – 2016”

Australian Football League

ACN 004 155 211

and

**Australian Football League Players’
Association Incorporated**

ABN 25 695 729 819

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Date

Parties

1. **Australian Football League** ACN 004 155 211 of 140 Harbour Esplanade, Docklands, Victoria, 3008 (**AFL**)
2. **Australian Football League Players' Association** Incorporated Association Reg. A0025229Z ABN 25 695 729 819 of Level 2, 170 Bridport Street, Albert Park Victoria, 3206 (**AFLPA**)

Background

- A. AFL is the controlling body of the AFL Competition.
- B. AFL, as the controlling body, has the power to bind the AFL Clubs to this Agreement.
- C. AFLPA is the representative body of Players participating in the AFL Competition.
- D. AFLPA has the authority to bind to this Agreement AFLPA members who are Players participating in the AFL Competition.
- E. AFL and AFLPA entered into an agreement dated 5 July 2007 known as the AFL/AFLPA Collective Bargaining Agreement 2007-2011 (**2007 – 2011 CBA**).
- F. In accordance with the terms of the 2007 – 2011 CBA, the Parties met to review the provisions of the 2007 – 2011 CBA and the Parties agreed that a new CBA would be entered into on the terms set out in this Agreement to operate, subject to any variations arising out of any review, for the period from 1 November 2011 to 31 October 2016.
- G. Fundamental to the agreement of the Parties is a mutual obligation not to make any further claims on each other, otherwise than in accordance with this Agreement, and the certainty associated with that obligation is of fundamental importance to both Parties.

Agreed terms

1. Definitions and Interpretation

1.1 Definitions

The following words have these meanings in this Agreement unless the contrary intention appears:

2007 – 2011 CBA means the collective bargaining agreement entered into between the AFL and the AFLPA dated 5 July 2007 for the period 1 November 2006 to 31 October 2011.

Accredited Agent means an agent accredited by the AFL Players' Association Player Agents Accreditation Board or such other body approved by AFLPA and whose accreditation is not suspended or cancelled.

Additional Services Agreement means a Player marketing contract entered into in accordance with clause 11 of this Agreement.

AFL means Australian Football League ACN 004 155 211.

AFL Broadcasters means FTA Television and Subscription Television broadcasters, radio broadcasters and Internet and Mobile Media providers who have been licensed to telecast or broadcast AFL Competition matches and/or operate and commercialise the AFL Website;

AFL Club or **Club** means an entity holding a licence to field a team in the AFL Competition.

AFL Club Protected Sponsor has the meaning set out in clause 28(b) of this Agreement.

AFL Commission means the Commission appointed pursuant to the Articles of Association of the AFL.

AFL Competition means the Australian football competitions conducted by AFL and includes the Pre-Season Competition, the AFL Premiership Season and the AFL Finals Series.

AFL Digital Media Properties means all online and mobile properties developed or published by AFL for consumption on the AFL Telstra Network and/or for third party websites and mobile applications.

AFL Finals Series means the series of Matches played at the conclusion of the AFL Premiership Season to determine the premier AFL Club in each AFL Season or any like successor competition howsoever titled.

AFL Industry Education Committee means the committee established in accordance with clause 22.1.

AFL Intellectual Property means all registered and unregistered trademarks and brand names, designs and copyright and other industrial and intellectual property of AFL and each of the AFL Clubs including, without limitation, all playing uniforms, on-field uniforms, AFL Club shield logos, AFL Club caricatures, AFL Club nicknames, all AFL logos and all audio and visual recordings of AFL Matches and events, including photographs taken under AFL media accreditation.

AFL Licensing Activity includes all AFL product sales, sales promotions, advertising (excluding generic media advertising promoting Australian football) and endorsement arrangements.

AFL Licensing and Commercial Operations Guidelines means the licensing guidelines agreed between AFL and AFLPA contained in Schedule E and any variation to such guidelines.

AFL Match or **Match** means any football match played between or directly or indirectly involving any AFL Club including without limitation any practice match, trial match, representative match or Exhibition Match, and State of Origin Match.

AFLPA means Australian Football League Players' Association Inc, an incorporated association constituted under the Associations Incorporation Act 1981 (Vic) ABN 25 695 729 819.

AFL Player Pathway Program means the program developed by the AFL Industry Education Committee to establish minimum standards for Players to receive baseline accredited personal/professional development training and off field direction.

AFL Premiership Season means the series of Matches played at the conclusion of the Pre-Season Competition and prior to the AFL Finals Series and for which premiership points are awarded or any like successor competition howsoever titled.

AFL Protected Sponsor means one or more of the four sponsors (or such greater number as agreed between AFL and AFLPA) of the AFL nominated by the AFL in writing to AFLPA from time-to-time.

AFL Rules or **Rules** means the AFL Rules and AFL Regulations of the AFL as determined from time-to-time by the AFL Commission save that if there is any inconsistency or conflict between the AFL Rules and this Agreement, this Agreement shall, to the extent of such inconsistency or conflict, prevail.

AFL Season means the period from the date of the first Match of the AFL Competition which for the purposes of this Agreement shall include the Pre-Season Competition and the AFL Premiership Season to the date of the Grand Final of the AFL Finals Series.

AFL Website means the website presently located at the universal resource locator www.afl.com.au.

Agreement means this agreement together with any annexures and schedules.

Associate of a Club has the same meaning as described in the AFL Rules.

Associate of a Player has the same meaning as described in the AFL Rules.

Australian Football means the football game defined in the "Laws of Australian Football" published by AFL.

Club Football Expenditure means the aggregate expenditure of Clubs which goes to their football programs, resources and activities which are related to the performance of their football team based on the inclusions used during the negotiations of this Agreement, the details of which are outlined in Annexure C, excluding:

- (a) bona fide expenditure on major facility upgrades;
- (b) expenditure on talent academies for GWS Giants, Brisbane Lions, Sydney Swans or Gold Coast Suns; and
- (c) expenditure incurred in the event of a drawn Grand Final.

Club Intellectual Property means all registered and unregistered trademarks and brand names, designs and copyright and other industrial and intellectual property of the relevant AFL Club.

Club Player Payments means the aggregate player payments made by Clubs, excluding expenditure incurred in the event of a drawn Grand Final, the details of which are outlined in Annexure C.

Code of Conduct means the code developed by and agreed to by the AFLPA and AFL and as varied by the agreement of the AFLPA and AFL from time-to-time.

Communication means distribution, transmission, broadcast, display, exhibition or performance of an audio visual program, and **Communicate** has a corresponding meaning.

Defined Contribution Benefit means the defined contribution benefit scheme introduced into the Player Retirement Fund to commence on and from 1 November 2011.

Draft has the same meaning as described in the AFL Rules.

Eligible Rookie means a Rookie eligible to be selected to play a senior Match in the AFL Competition under the AFL Rules.

Exhibition Match means a Match conducted under the auspices of AFL to promote the AFL or the game of Australian Football.

First Year Draft Choice Player means a Player who is listed on the Primary List of an AFL Club who has not previously been:

- (a) permanently on or temporarily upgraded to the Primary List of any AFL Club; or
- (b) a nominated Rookie with any AFL Club.

Football Payments means in respect of a Player, any payment, consideration, advantage or other benefit directly or indirectly given or provided to, or applied for the benefit of, the Player or any Associate of the Player and which:

- (a) relates in any way to, or which is connected with, the Player's past, present or future services with a Club as a football player, or any agreement, arrangement or understanding for the Player to join a Club or to refrain from joining a Club;
- (b) is so given, provided or applied by a Club, or by an Associate of a Club, unless the Player, the Club or the Associate of a Club proves to the satisfaction of the Investigations Manager that the payment, consideration, advantage or benefit was paid, given or provided to the Player, or applied for the benefit of the Player or any Associate of a Player, in consideration of bona fide:
 - (i) employment;
 - (ii) marketing; or
 - (iii) other services or rights;

not falling within paragraph (a), rendered by the Player (**Additional Services**).

Free Agency Penalty means the penalty as described in and to be paid in accordance with item **Error! Reference source not found.** of Schedule A.

FTA Television means a one way television broadcast, as part of a linear and continuous stream of television programming, provided by a commercial television broadcasting service (as defined in the Broadcasting Services Act 1992) under a commercial broadcasting licence (as defined in the Act), or other free to air television service contemplated by the Act, in each case now known or hereinafter devised, and including through over-the-air terrestrial broadcast spectrum, satellite or otherwise, whether in standard definition or high definition or otherwise, and intended for direct reception by the general public for no fee or charge.

Gap means a "gap" rebate associated with payment for scheduled medical services required for injury or illness (as per Commonwealth schedule of medical benefits) which private health insurance does not cover.

Grievance Tribunal means the Tribunal referred to in clause 43 of this Agreement.

Guidelines for Additional Services Agreements means the guidelines agreed between AFL and AFLPA attached in Schedule H and any variation to such guidelines.

Handheld Device means a portable mobile electronic device (such as a personal mobile phone, personal digital assistant, mobile internet device or tablet computer) which incorporates functionality that allows viewing of audio visual programs.

Image includes a Player's name, photograph, likeness, reputation and identity.

Independent Agreement means an agreement which complies with the provisions of clause 12.

International Rules Match means a match between teams representing Australia and Ireland conducted under special international rules agreed between AFL and the Gaelic Athletic Association.

Internet means the internet as that term is understood at the relevant time currently being any networked computer telecommunications system (including any local area networks and wide area networks including the world-wide-web) using any Internet Protocol Suite (including the Transmission Control Protocol/Internet Protocol) and/or any successor protocols (whether in existence or discovered in the future), including streaming, the hypertext transfer protocol (HTTP), secure hypertext transfer protocol (HTTPS) and file transfer protocol (FTP).

Investigations Manager has the same meaning as described in the AFL Rules.

List means in respect of each AFL Club, any or all of its Primary List, Rookie List, Long Term Injury List or International Scholarship List maintained by AFL.

Long Term Injury List has the same meaning as described in the AFL Rules.

Mobile Media means the right to Communicate to a Handheld Device by means of any form of wireless technology capable of Communication of audiovisual programs or of data to customers of, or subscribers to services offered by, an operator of such a network for viewing on Handheld Devices, but Mobile Media specifically excludes FTA Television and Subscription Television.

National Draft Selection Meeting has the same meaning as described in the AFL Rules.

Party means either the AFL or the AFLPA as the context dictates.

Player means a player of Australian Football who is or becomes contracted with an AFL Club or who is or becomes listed with the AFL as a Player with an AFL Club, and specifically excludes players on a Scholarship List or International Scholarship players.

Player – Football Expenditure Ratio means the proportion of Club Player Payments to Club Football Expenditure in a particular year.

Player Retirement Fund means the fund established by AFLPA to provide retirement and like benefits to its members.

Pre-Season Competition means the series of Matches conducted prior to the AFL Premiership Season currently called the NAB Cup or any like successor competition howsoever titled.

Primary List has the same meaning as described in the AFL Rules.

Profit Shares means the profit share arrangements outlined in item **Error! Reference source not found.** of Schedule A.

Representative Football Matches means matches between Players who are selected to play on the basis of a certain criteria including but not limited to their original State or Territory of Australia, but excludes an International Rules Match.

Rookie means a player who is included on the Rookie List of an AFL Club in accordance with the AFL Rules.

Rookie List has the same meaning as described in the AFL Rules.

Second Year Player means a Player who is listed on the Primary List of an AFL Club who in the previous year was a First Year Draft Choice Player.

Senior Match means a Match played in the AFL Premiership Season and/or in the AFL Finals Series.

Sponsor of an AFL Club means a person, corporation or entity from time-to-time holding the right, consistent with this Agreement, to display its name, reputation, image, products or services on any playing apparel of any AFL Club or who or which is otherwise designated by an AFL Club, consistent with this Agreement, to be a sponsor.

Standard Playing Contract means the form of contract, as agreed between AFL and AFLPA, for the employment of a Player by an AFL Club to play Australian Football.

State Body has the same meaning as described in the AFL Rules.

Subscription Television means a one way television broadcast, as part of a linear and continuous stream of programming, provided by a subscription television broadcasting service (as defined in the Broadcasting Services Act 1992) under a subscription television broadcasting licence (as defined in the Broadcasting Services Act 1992) or a subscription television narrowcasting service (as defined in the Broadcasting Services Act 1992) for which the viewer is charged a fee to receive a service either individually or as part of a group of services.

Term means the term as set out in clause 3 of this Agreement.

Total Player Payments means the amount from time-to-time determined by the AFL Commission in accordance with the terms of this Agreement as the maximum aggregate amount or value of all Football Payments that may be given to or applied in any football year for the benefit of Players with each AFL Club and the Associates of such Players.

Veteran means a Player that is nominated as a Veteran by an AFL Club in accordance with the AFL Rules.

1.2 Construction

(a) In the interpretation of this Agreement, unless the contrary intention appears:

- (i) words importing the singular shall be deemed to include the plural and vice versa;
- (ii) words importing any gender shall be deemed to include the other gender;

- (iii) words importing persons shall be deemed to include all bodies and associations, corporate or unincorporated and vice versa;
 - (iv) headings are included for convenience only and shall not affect the interpretation of this Agreement;
 - (v) any schedules, annexures and appendices are included in and form part of this Agreement;
 - (vi) if a word or phrase is given a particular meaning, then cognate words and phrases have corresponding meanings;
 - (vii) unless otherwise agreed, all sums of money and payments referred to in this Agreement shall be in Australian currency;
 - (viii) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day;
 - (ix) if an act prescribed under this Agreement to be done by a party on or by a given day is done after 5.00 pm on that day, it is taken to be done on the following day;
 - (x) a reference to a Recital, clause, schedule, annexure or appendix is a reference to a Recital or clause of or schedule, annexure or appendix to this Agreement; and
 - (xi) payments referred to are gross payments, rather than net of tax.
- (b) Where the meaning of various words and terms in this Agreement differ from the meaning given to the same or like words and terms contained in the AFL Rules, the meanings contained in this Agreement shall prevail.
- (c) This Agreement is considered reasonable by the AFL and the AFLPA, but:
- (i) each provision in this Agreement shall be read and construed independently of the other provisions so that if one or more provisions is held to be invalid as an unreasonable restraint or for any other reason whatsoever then the remaining provision shall be valid to the extent that they are not held to be invalid; and
 - (ii) if any such provisions are found to be invalid but would be valid if some part of the provision were deleted, such provisions shall apply with such modification as may be necessary to make it valid and effective.

2. Application

- (a) This Agreement will apply to:
- (i) AFL;
 - (ii) AFLPA;
 - (iii) each AFL Club including any new AFL Club to which the AFL issues a licence to compete in the AFL Competition; and
 - (iv) each Player employed by an AFL Club.

- (b) The Parties warrant and represent to each other that each of them has full power and authority to enter into and to perform this Agreement and the entering into and performance of this Agreement does not contravene any contractual, legal or other obligations of them whatsoever. This Agreement constitutes a legal, valid and binding obligation on the Parties enforceable in accordance with its terms.

3. Term

- (a) This Agreement shall operate on and from 1 November 2011 and shall, subject to the provisions of this Agreement, operate for a period of five (5) years until 31 October 2016 and will, subject to clause 3(c), continue to apply after that date until a new collective bargaining agreement is made between the AFL and the AFLPA.
- (b) For the purposes of this clause, the terms and conditions that apply on 31 October 2016, including any monetary benefits, shall continue to apply until a new collective bargaining agreement is made between the AFL and the AFLPA unless this Agreement is terminated pursuant to clause 3(c).
- (c) In the event that the parties are unable to reach agreement on the terms of a new collective bargaining agreement by 30 June 2016 or such later date as agreed between the Parties, either Party may by the giving of 30 days' notice in writing to the other Party terminate this Agreement provided that such notice shall not take effect before 1 November 2016.

4. Terms and Conditions of Employment

- (a) The terms and conditions of employment set out in Schedule C:
 - (i) establish the minimum terms and conditions of employment applying to all Players employed during the Term of this Agreement;
 - (ii) apply to and are incorporated into any existing or future Standard Playing Contract between AFL, an AFL Club and a Player; and
 - (iii) prevail over any inconsistent term or provision in any such Standard Playing Contract.
- (b) Subject to clause 5, the benefits set out in Schedules B and C, together with the benefits set out in the remainder of this Agreement reflect the total payments and benefits to be made and provided to Players by AFL and AFL Clubs. In the event of the Players becoming entitled to a statutory benefit not otherwise provided for in this Agreement or in excess of the level of benefits provided for in this Agreement or in current legislation, the AFL shall be entitled to seek to vary the terms of this Agreement under clause 5.1(b).

5. Review of Agreement

5.1 Specific Review

- (a) Either Party may advise the other Party in writing no later than 1 April 2014 that it wishes to seek a review of this Agreement for the purpose of:
 - (i) determining any of the matters to be determined under the provisions of this Agreement at that time;

- (ii) considering whether it is appropriate to vary the terms of this Agreement on any one or more of the following basis:
 - (A) by agreement;
 - (B) by reason of circumstances existing which were not known at the time of entering into this Agreement; or
 - (C) by reason that the continuing operation of this Agreement would be inconsistent with the spirit and intention of the Parties at the date of the Parties entering into this Agreement.
- (b) Either Party may seek a review to vary the terms of this Agreement at any other time where it would unfairly prejudice the position of the party seeking the variation to require it to wait for the review date set out in clause 5.1(a) or the expiration of the Term of this Agreement (as the case may be) to review the terms of this Agreement.

5.2 2014 Review

- (a) Either Party may advise the other Party in writing no later than 1 April 2014 that it wishes to seek a review of the terms and conditions of this Agreement, including total payments and benefits to be made and provided to Players by AFL and AFL Clubs in 2015 and 2016 as set out in Schedule B (**2015 – 2016 Benefits**).
- (b) In determining the 2015 – 2016 Benefits the parties shall have regard to, but not be limited to, the following matters:
 - (i) actual (independently verified) and projected AFL and Club gross revenues for each of the years of this Agreement as applicable;
 - (ii) actual (independently verified) and projected AFL and Club expenditure for each of the years of the CBA as applicable;
 - (iii) increases in AFL and Club expenditure, including Club Football Expenditure during the Term;
 - (iv) financial performance above or below forecast relative from the commencement of this Agreement;
 - (v) impact of general economic factors including movements in CPI (national) and average Australian weekly earnings during the Term;
 - (vi) competitive balance within the AFL, including the effectiveness of measures (other than the Total Player Payments, Draft and List limits) intended to increase competitive balance;
 - (vii) the operation of relevant AFL Rules;
 - (viii) the impact of any necessary structural changes made to the business operations of the AFL Competition during the relevant period(s);
 - (ix) strategic priorities that may affect the future health of the game;
 - (x) the recommendations of the Player Payments Working Group established under this Agreement; and

- (xi) any other relevant factors.
- (c) In the event a Party seeks a review under this clause 5, the parties shall begin to negotiate in good faith the 2015 – 2016 Benefits no later than 15 April 2014.
- (d) In the event agreement is reached arising from the review under this clause 5.2, this Agreement shall be amended to reflect the terms and conditions of the agreement between the Parties and shall operate on and from 1 November 2014.
- (e) In the event that the Parties are unable to reach agreement by 31 August 2014 (or such later date as agreed between the Parties), the 2015 -2016 Benefits shall remain unchanged and the following shall also apply:
 - (i) a financial penalty/guarantee payment will apply which may be allocated by the AFLPA in accordance with the following order of priority:
 - (A) to cover the liability of the Player Retirement Fund arising in years 2015 and 2016;
 - (B) the Total Player Payments; or
 - (C) the Defined Contribution Benefit of the Player Retirement Fund; and
 - (ii) the Free Agency Penalty (if applicable).
- (f) The financial penalty/guarantee will be calculated in accordance with item 1 of Schedule A.
- (g) The Free Agency Penalty will be determined in accordance with item 2 of Schedule A.
- (h) To assist the Parties to comply with the terms of this Agreement, the AFL shall provide the AFLPA:
 - (i) financial forecasts for the AFL for the Term;
 - (ii) full financial results of the AFL and a summary of financial results for the Clubs by 28 February each year, or such later date as agreed between the Parties; and
 - (iii) such other information as reasonably required by the AFLPA for the purposes of this clause 5.

5.3 Variation by Agreement

Nothing in this Agreement affects the right of the Parties to vary this Agreement, as agreed between the Parties in writing at any time.

6. No Extra Claims

- (a) Subject to AFL complying with the terms of this Agreement, AFLPA undertakes that it will not during the Term, unless otherwise provided for in this Agreement, make any extra claims on the AFL or the AFL Clubs in respect of the terms and conditions of employment of Players and the matters dealt with by this Agreement.

- (b) AFLPA will not be restricted from making any claim on AFL or AFL Clubs under clause 6(a) where the AFL or AFL Clubs:
 - (i) reduces the benefits and payments provided for Players in this Agreement;
 - (ii) amends the AFL Rules to further restrict the movement of Players or vary the rights of Players in any material way;
 - (iii) limits the commercial opportunities available to Players beyond that currently existing at the date of this Agreement; or
 - (iv) increases the obligations and commitments of Players in a material way.

7. No Other Competition

In consideration of the benefits provided for in this Agreement, AFLPA and each Player it represents undertakes not to participate in or be involved in any other Australian Football competition without the approval of AFL.

8. AFL Rules

8.1 Existing Rules

- (a) Each of the Parties agree that the AFL Rules are necessary and reasonable and have been established for the proper protection of the legitimate interests of the AFL.
- (b) The AFLPA and each Player it represents agrees with AFL that any restrictions contained in the AFL Rules, including without limitation, restrictions on the freedom of Players to transfer from one AFL Club to another, and restrictions on the Total Player Payments an AFL Club may give or apply for the benefit of a Player or an Associate of a Player, are necessary and reasonable for the purpose of protecting the legitimate interests of the AFL, the AFL Clubs and the AFL Competition.

8.2 Changes to Rules

- (a) AFL agrees to engage in genuine consultation with the AFLPA on any proposed change to AFL Rules that will affect or may affect Players.
- (b) Following genuine consultation in accordance with sub clause 8.2(a), AFL shall notify AFLPA of any Rule changes that affect Players. AFL Clubs shall promptly notify their Players of any Rule changes that affect Players.
- (c) AFL shall not make any changes to the AFL Rules which are contrary to or inconsistent with the provisions of this Agreement.

9. First Year Draft Choice Players

- (a) A first year draft choice Player will not be required to attend the AFL Club or participate in any training session until at least two weeks after the Player's final school exam if the Player has undertaken VCE (or state equivalent) in that year.
- (b) A Player who is included on the List of an AFL Club after being a first year draft choice Player drafted in a National Draft Selection Meeting and who is de-listed after being on the List for two seasons or less shall, on production of invoices or receipts,

be paid reasonable relocation costs by that AFL Club back to that Player's place of origin.

- (c) The payment in clause 9(b) shall be limited to the relocation benefits set out in item 13 of Schedule C.
- (d) Clause 9(b) does not apply to a Player who:
 - (i) is recruited by another Club;
 - (ii) has retired;
 - (iii) whose contract was terminated as a result of serious misconduct or repeated misconduct by that Player; or
 - (iv) who has agreed in writing with his AFL Club to otherwise terminate his contract.
- (e) Any such relocation payments made pursuant to this clause 9 shall be excluded from Total Player Payments of an AFL Club, provided the costs are considered by the Investigations Manager to be reasonable bona fide relocation costs.
- (f) When a First Year Draft Choice Player is first listed by an AFL Club, that Player and the AFL Club shall enter into a Standard Playing Contract for a minimum term of two years except in the case of a Player who has previously been listed as a Rookie at any AFL Club.

10. Total Player Payments

- (a) The amount of Total Player Payments for each AFL Club shall be as set out in item 1 of Schedule B.
- (b) In calculation of the Total Player Payments for each AFL Club, the following payments will not be taken into account:
 - (i) relocation benefits incurred by an AFL Club in respect of an AFL Player pursuant to item 13 of Schedule C;
 - (ii) bereavement assistance (paid to a Player or an Associate of a Player) up to a limit of \$2,000 in the event of a bereavement (or other genuine hardship) affecting the Player;
 - (iii) certain Football Payments as determined in accordance with clauses 15 and 16;
 - (iv) the Football Payments made to a Rookie temporarily promoted to the Primary List of an AFL Club to replace a Player transferred to the Long Term Injury List;
 - (v) subject to clause 11, payments made to a Player pursuant to a bona fide marketing contract made in accordance with the Guidelines for Additional Services Agreements;
 - (vi) subject to clause 12, payments made to a Player pursuant to an Independent Agreement;

- (vii) testimonial payments made to an AFL Player in accordance with clause 20;
 - (viii) Match payments (at the Player's contract rate for Matches played in the AFL Premiership Season) made to AFL Players participating in the AFL Finals Series Matches;
 - (ix) the cost of air fares and accommodation paid by an AFL Club under clause 41;
 - (x) 50% of Football Payments to Rookie Players nominated under clause 18(h);
 - (xi) prize money paid to Players in accordance with item 23 of Schedule C; and
 - (xii) top five (5) draft pick recognition payments made to Players in accordance with item 2(g) of Schedule C.
- (c) In order to assist AFL Clubs and AFL Players to better understand their obligations in respect of the Total Player Payments provisions of the Rules, AFL shall require AFL Clubs to disclose details of their Total Player Payments to AFL both as currently required by the AFL Rules and at a time between the middle of the AFL Season and a reasonable time before commencement of the Exchange Period prior to the next National Draft in the format as requested by AFL from time-to-time. Such information shall be provided to AFLPA by the AFL in a summary form, as agreed between the AFL and AFLPA and shall as a minimum include the estimated Total Player Payments for the following season and the bases and assumptions upon which the estimate is based. The summary shall be disseminated to the Club and the AFLPA. The AFLPA may provide to the member who has enquired (and only if such Player has been requested by his Club to take a reduction in payments for the following season or seasons), only the estimate of the Club's Total Player Payment position for next season and the bases and assumptions upon which the estimate was based provided that no bases or assumptions referable to a particular individual Player shall be made available. Such information shall only be provided on a strict confidential basis and the Player will be required to sign a confidentiality agreement in this regard to be agreed to by the AFL and the AFLPA.
- (d) Long service leave payments made by an AFL Club to a Player pursuant to the AFL Player's Long Service Leave Agreement (whether paid on termination or otherwise) shall be included in Total Player Payments.

11. Additional Services Agreements

11.1 Additional Services Agreements

- (a) A Player, or an Associate of a Player which has been licensed to use the Player's Image, may contract with an AFL Club and/or Sponsor of an AFL Club to derive payments as a direct result of bona fide promotions/marketing by that Player in accordance with the Guidelines for Additional Services Agreements (as outlined in Schedule H) and the definition of Football Payments. Such arrangements are separate and distinct from the Standard Playing Contract which regulates the employment of a Player to play Australian Football for an AFL Club. Payments made pursuant to a marketing contract shall be in addition to and separate from payments made to the Player for performance of services as a professional footballer and shall not be taken into account in calculating Total Player Payments except as provided in clause 11.2(c).

- (b) Additional Service Agreements may be for services/uses including the following:
 - (i) appearances in excess of those in accordance with clause 26 for the AFL Club or an Associate of a Club or Sponsor of the AFL Club;
 - (ii) employment arrangements with the AFL Club or Associates of a Club;
 - (iii) notwithstanding clause 28(h), use of Player Image either individually or involving six (6) Players or less for promotion of the AFL Club or Club partners, if the Club and Player agree; and
 - (iv) providing other bona fide additional services including but not limited to media content for the AFL Club or Club partners.
- (c) Notwithstanding clause 28(h), a Player may receive Additional Service Agreement payment for use of his Image in Club promotional programs if the Club and Player agree, conditional upon the promotion featuring six (6) players or less, and the use being commercial and bona fide.
- (d) The term of an Additional Service Agreement cannot exceed the term of a Player's Standard Playing Contract, however the Player and the Club may agree that should the Standard Playing Contract be terminated without cause prior to the expiry of its ordinary term any remaining Additional Service Agreement entitlements will become due and payable to the Player.

11.2 Additional Services Agreement Limits

- (a) The amount of total payments to Players for each AFL Club for Additional Services Agreements shall be as set out in item 2 of Schedule B.
- (b) For each AFL Club, where the total of payments to Players of that AFL Club for Additional Services Agreements in the relevant year exceeds the amounts set out in item 2 of Schedule B, any excess shall, subject to clause 11.2(c), be taken into account in calculating the Total Player Payments of the AFL Club in that year. In calculating the total of payments to Players under Additional Services Agreements, the amount of any goods and services tax payable to a Player or to an Associate of a Player shall be excluded.
- (c) Where the Total Player Payments to Players of an AFL Club for Additional Services Agreements exceeds or will exceed the amount set out in item 2 of Schedule B in any year, such contracts shall be referred to the AFL General Counsel. The AFL General Counsel may determine that any such excess (or part thereof) shall not be taken into account in calculating the Total Player Payments of the AFL Club in that year.

11.3 Additional Services Agreement Requirements

- (a) An Additional Services Agreement must:
 - (i) be in writing;
 - (ii) represent bona fide commercially based arrangements; and
 - (iii) be lodged with the AFL within 28 days of the date of the signing of the contract by the parties.

- (b) The Investigations Manager or the General Counsel must be satisfied that an Additional Services Agreement is bona fide and if he is not so satisfied, the payments made by the AFL Club or Sponsor of an AFL Club under the Additional Services Agreement shall be included in the Total Player Payments of the AFL Club.
- (c) Where a Player or an Associate of a Player enters into a marketing contract with an AFL Club or a Sponsor of an AFL Club after the AFL Club has submitted to the AFL details of all Additional Services Agreements, the details of such contracts shall be submitted to the AFL General Counsel to be dealt with in accordance with the provisions of clause 11.2(c).

12. Independent Agreements

- (a) Subject to clause 12(c), bona fide commercial arrangements between a Player or an Associate of a Player and:
 - (i) a Sponsor of an AFL Club which has no connection to the Club Sponsorship; or
 - (ii) an Associate of an AFL Club (other than a Sponsor) which has no connection to the Associate's relationship with the AFL Club;

and which comply with the provisions of clause 12(b), may be approved by the AFL General Counsel in his absolute discretion and if so, payments in respect of such arrangements shall not be included in the AFL Club's Additional Services Agreement limit set out in clause 11.1(b) or included in the AFL Club's Total Player Payments.

- (b) When a Player or an Associate of a Player proposes to enter into an Independent Agreement with an Associate of the AFL Club the Player is listed with, the Player must:
 - (i) submit all relevant details, as may reasonably be required, to the AFL General Counsel in accordance with the Rules; and
 - (ii) notify the AFL Club of the general nature of the proposed arrangement,

prior to the date of the proposed commencement of the commercial arrangement. In the event that the AFL General Counsel approves such an Independent Agreement under clause 12(a), such approval shall apply for the initial term of that commercial arrangement.

- (c) The provisions of clauses 12(a) and 12(b) do not apply to pre-existing agreements that were entered into prior to the date the relevant sponsorship of the AFL Club commenced or a renewal or continuation of those agreements.
- (d) The AFL will not reject an agreement that otherwise meets the criteria of an Independent Agreement solely on the grounds that a party (other than the Player or Associate of a Player) to that agreement has separately negotiated the right to use Club Intellectual Property with the AFL in connection with the subject matter of that agreement, provided that party has the right to use Club Intellectual Property and the AFL approves.

- (e) If the AFL fails to advise the Player of its decision on an Independent Agreement within 28 days of the date of the submission of all relevant materials pursuant to clause 12(b)(i), the request shall be deemed approved.
- (f) AFL Clubs shall promptly advise their Players of all of the Club's Sponsors by 15 February each year where possible and update them of any new sponsorships during the year as soon as practicable and each Player shall advise that Player's Club of any agreement the Player has with the Club's Sponsors (including AFL Club Protected Sponsors).

13. Payment of Total Player Payment and Additional Services Agreements

- (a) Each AFL Club must expend no less than 95% of the combined annual Total Player Payments and Additional Services Agreements limits in Football Payments to Players on its List in each relevant year.
- (b) Where an AFL Club does not expend the amount set out in clause 13(a) in payments to Players on its List, the AFL Club shall be required to pay to the AFL, any shortfall in Football Payments.
- (c) The AFL shall advise AFLPA whether each Club has expended 95% of the combined annual Total Player Payments and Additional Services Agreements limits in Football Payments and shall advise AFLPA of any shortfall by any AFL Club including the amount of such shortfall.
- (d) Any shortfall will be distributed in an equitable manner between the Players in the relevant AFL Club in a manner determined by the AFL and AFLPA after consultation with the Players from that Club.

14. Long Term Injury List

- (a) Each AFL Club may apply to the AFL General Counsel to transfer a Player suffering a long term injury from its Primary List to its Long Term Injury List. A long term injury means an injury or illness suffered by a Player which, in the opinion of the AFL Medical Director, after consultation with the AFL Club Medical Officer, will prevent or is likely to prevent a Player, having due regard to his health and safety, from participating in a Match for a period of not less than eight weeks from the date the injury or illness is diagnosed.
- (b) A Player's name may only be added to the Long Term Injury List with the Player's consent and with the approval of the AFL General Counsel.
- (c) An injured Player who is transferred to an AFL Club's Long Term Injury List is ineligible to play in the AFL Competition or in any other competition for the period:
 - (i) the Player's name is on the AFL Club's Long Term Injury List; or
 - (ii) of eight weeks,

whichever is greater. The period shall commence from the day on which the AFL General Counsel gives his approval for the injured Player to transfer to the AFL Club's Long Term Injury List.

- (d) An AFL Club is unable to transfer an injured Player to its Long Term Injury List after 2.00pm on Thursday following round 18 of the AFL Premiership Season (or any such later round as determined by the General Counsel) of the AFL Premiership Season in each year.
- (e) For the period a Player remains on the Long Term Injury List of an AFL Club, that AFL Club may apply to the AFL General Counsel for permission to temporarily promote a Rookie to its Primary List and subject to item 4(g) of Schedule C, any payments made to the Rookie for the period that the Rookie remains on the Primary List as a replacement for a Player on the Long Term Injury List, shall be excluded from the Total Player Payments of the AFL Club.
- (f) Prior to 31 October each year, each AFL Club must determine whether a Player on the Long Term Injury List is to be included in the AFL Club's Primary List for the following AFL Season.
- (g) Football Payments made to a Player on the Long Term Injury List shall be included in calculating the Total Player Payments for the AFL Club.
- (h) When an AFL Club transfers a Player from the Long Term Injury List back to the Primary List ("the date of transfer") and the Rookie who was temporarily promoted to the Primary List in accordance with clause 14(e) in respect of that Player remains on the Primary List after the date of transfer:
 - (i) the Rookie shall be taken into account in calculating the number of Players on the Primary List for so long as the name of the Rookie remains on the Primary List after the date of transfer; and
 - (ii) the Football Payments made to the Rookie in respect of the period his name remains on the Primary List after the date of transfer shall be taken into account in calculating the Total Player Payments of that AFL Club.
- (i) The provisions of clause 14(h) shall not apply to circumstances where the name of the Rookie remains on the Primary List after the date of transfer for the purpose of replacing another Player whose name is on the Long Term Injury List.

15. Veterans – 2012

15.1 Veterans List Allowance

- (a) An AFL Club may nominate for each AFL Season up to two eligible Players to be transferred from its Primary List to the Veterans List and/or any number of eligible Players to be classified as a veteran on its Primary List, provided the transfer or classification occurs no later than two weeks after the Pre-Season Draft prior to the relevant AFL Season.
- (b) An AFL Club which classifies a Player on its Primary List as a veteran, may, at a later stage, but no later than two weeks after the Pre-Season Draft prior to the relevant AFL Season, transfer the Player to the AFL Club's Veterans List.
- (c) A Player who is transferred to the AFL Club's Veterans List can only be transferred back to the Primary List of the AFL Club between the end of an AFL Season and two weeks after the Pre-Season Draft prior to the next AFL Season and provided that Player remains classified as a veteran on the Primary List.

- (d) A Player that is classified as a veteran on the Primary List must remain classified as a Veteran until that Player leaves the Club or is transferred to the Veterans List.

15.2 Eligibility

A Player is eligible for inclusion on an AFL Club's Veterans List or to be classified as a veteran, on the Primary List if:

- (a) the Player has been at the AFL Club on the Primary List for at least ten (10) years; and
- (b) the Player is 30 years of age or older as at 30 September in the relevant AFL Season.

15.3 Veterans List Total Player Payment

- (a) For Total Player Payment purposes, a proportion (as set out in the following table) of Football Payments to each Veteran shall be excluded from Total Player Payments, such proportion to vary depending on the number of Veterans at each Club:

Number of Veterans	Percentage of Football Payments Excluded from TPP
1	50
2	50
3	33 ¹ / ₃
4	25
5	20
Any number greater than 5	100 ÷ number of Veterans

16. Veterans – 2013 – 2016

16.1 Veterans' Allowance

- (a) The Veterans' List allowance in place for the 2012 AFL Season, as outlined in clause 15 (**Old Veteran's Rule**), shall be replaced with a Total Player Payment allowance per Player (**Allowance**) to a Club for Players with 10 completed years or more on the List with that Club (**New Veteran's Rule**).
- (b) The Parties agree that the Allowance will be 1.229% of the Total Player Payment limit, or as otherwise agreed by the AFL and AFLPA from time to time.

16.2 Veterans' Transition

- (a) This clause 16 will commence on 1 November 2012.
- (b) For Total Player Payment purposes, a Club may remain operating under the Old Veterans Rule if the Club has on its List a Player:
- (i) who qualifies as a veteran during the term of his current contract; and
- (ii) whose current contract pre-exists 1 November 2011;
- (**Relevant Player**)

- (c) When a Club no longer has a Relevant Player on its List, or if a Club has a Relevant Player on its List and makes an election by notifying the AFL that it opts to apply the New Veterans' Rule, the Club will transition to the New Veterans Rule.
- (d) For the avoidance of doubt, a Club cannot operate under both Veteran's rules at the same time and once a Club has transitioned to the New Veterans' Rule it will move permanently to the New Veterans Rule.

17. Player List – 2012

- (a) Each AFL Club shall maintain minimum and maximum numbers of Players on their Lists.
- (b) In 2012, the:
 - (i) maximum Primary List size shall be 38 plus up to 2 Veterans.
 - (ii) minimum number of Players on the Club's Primary List, including Veterans shall be 38.
- (c) The number of Players referred to in clause 17(b)(i) and 17(b)(ii) shall be Players included on the AFL Club's Primary List and Veterans and shall be in addition to the allowable number of Rookies including nominated Rookies as defined in the Rules. The maximum number of Rookies and Players on the Primary List shall be in accordance with Schedule D.
- (d) An AFL Club is eligible to nominate a Rookie Player as being eligible for senior selection if it has 38 Players on its Primary List not including Veterans at the conclusion of the Pre-Season Draft and it otherwise satisfies the requirements of this clause 17.
- (e) An AFL Club which is eligible to nominate a Rookie Player pursuant to clause 17(d) may:
 - (i) where the AFL Club has nominated one Player as a Veteran, nominate one Player from its Rookie List as being available for selection by that AFL Club for AFL Premiership Season Matches and AFL Finals Series Matches; and
 - (ii) where the AFL Club has not nominated a Player as a Veteran, nominate up to two Players from its Rookie List as being available for selection by the AFL Club for AFL Premiership Season Matches and AFL Finals Series Matches.
- (f) The right of an AFL Club to nominate a Rookie Player under clause 17(e) is subject to the AFL Club demonstrating to the satisfaction of the Investigations Manager that it can accommodate within its Total Player Payments the Football Payments which must be paid to the Rookie Player as prescribed by item 4 of Schedule C.
- (g) One half of the Football Payments in respect of a Rookie Player nominated under this clause 17 shall be excluded from the relevant AFL Club's Total Player Payments.

18. Player Lists – 2013 - 2016

- (a) Each AFL Club shall maintain minimum and maximum numbers of Players on their Lists during the Term.

- (b) The maximum number of Players on the Club's Primary List shall be 40.
- (c) The minimum number of Players on the Club's Primary List shall be 38.
- (d) The number of Players referred to in clause 18(b) and 18(c) shall be Players included on the AFL Club's Primary List and shall be in addition to the allowable number of Rookies, including nominated Rookies, as defined in the Rules. The maximum number of Rookies and Players on the Primary List shall be in accordance with Schedule D.
- (e) From the commencement of the 2013 AFL Season, an AFL Club is eligible to nominate a Rookie Player as being eligible for senior selection by the date and time nominated by the General Counsel which date shall be at the conclusion of the Pre-Season Competition, and if it otherwise satisfies the requirements of this clause 18 as follows:
 - (i) if it has 38 Players on its Primary List, it may nominate up to two (2) Nominated Rookies;
 - (ii) if it has 39 Players on its Primary List, it may nominate one (1) Nominated Rookie;

as provided under the AFL Rules.
- (f) An AFL Club is eligible to nominate a further Rookie Player as being eligible for senior selection mid-season in accordance with the AFL Rules and if it otherwise satisfies the requirements of this clause 18.
- (g) The right of an AFL Club to nominate a Rookie Player under clause 18(e) and 18(f) is subject to the AFL Club demonstrating to the satisfaction of the Investigations Manager that it can accommodate within its Total Player Payments the Football Payments which must be paid to the Rookie Player as prescribed by item 4 of Schedule C.
- (h) One half of the Football Payments in respect of a Rookie Player nominated under clause 18(e) shall be excluded from the relevant AFL Club's Total Player Payments.
- (i) Any amount paid to a Rookie Player nominated under clause 18(f) in excess of the base payment payable to a 1st year, third round draft choice selection shall be included in the relevant AFL Club's Total Player Payments.

19. Delisting of Players

- (a) No Player shall be delisted from the List of an AFL Club from the period immediately following the Pre-Season Draft until 31 October the following year without the consent of the AFL Counsel.
- (b) Each AFL Club agrees to follow the procedure relating to delisting of a Player as follows:
 - (i) the Player after being given reasonable notice of the time, date and place of the meeting, will meet with the senior coach, football manager or other person nominated by the Club who will inform the Player, on an individual basis, that the Club has decided to delist the Player and the reasons the Club has for delisting the Player;

- (ii) unless otherwise agreed, details of the discussions taken place under clause 19(b)(i) will be kept confidential;
- (iii) should the Player fail to meet an appointment reasonably made by the Club for the purposes set out in clause 19(b)(i), the Club may inform the Player of that Player's delisting in such other manner determined by the Club;
- (iv) after the Club has advised the Player of his delisting, the Club will arrange for the Player to meet with the Club's Player Development Manager or similar personnel as soon as practicable;
- (v) the Player Development Manager will provide the Player with information regarding the career transition process that the Club has in place;
- (vi) AFLPA shall provide each Club with an information booklet which outlines the career transition services available to Players through the AFLPA and the Club shall pass this information onto the Player;
- (vii) the Player Development Manager will, with the Player's consent, immediately contact the nominated AFLPA Representative and inform that person of the details of the Player's delisting;
- (viii) AFLPA shall encourage all delisted Players to commit to a career transition consultation with a qualified careers consultant;
- (ix) each Club shall arrange at its cost for a termination medical to be conducted on the Player and the Club shall provide the Player with details of the Player's hospital and medical insurance including the name of the insurer, the level of cover and the expiry date of the policy. The Player shall be obliged to attend the medical examination at a time and place and with a doctor to be mutually agreed to between the Player and the Club and in any event as soon as practicable after the delisting of the Player. A copy of the medical report shall be forwarded to the Player and the Club shall not release the medical report to any other person unless the Player agrees in writing or unless the Club is otherwise required to disclose the medical report to the AFL as part of the AFL's duty of disclosure to the AFL's insurer;
- (x) an AFL Club shall be liable/responsible for reimbursing a Player the Gap and any other costs, not covered by private health insurance, upon production of relevant receipts or other proof of payment, reasonably incurred by the Player within 12 months of delisting from his AFL Club or such longer period as is reasonable and necessary to properly treat the injury, in the treatment of injuries that are identified in that Player's exit medical as injuries incurred whilst playing football, whilst training for football or whilst engaged in activities authorised by the AFL Club.

20. Testimonials

- (a) An AFL Club may nominate to the AFL, one Player on the AFL Club's List who has had not less than 10 years' service with the AFL Club (**Testimonial Player**), that it proposes to conduct a testimonial program for the Testimonial Player in a particular year, provided that in the case of Gold Coast Suns and GWS Giants a Player will be eligible to be nominated a Testimonial Player if the Player has been on the AFL Club's Primary List since inception of the AFL Club into the AFL Competition and is at least 32 years of age on 31 December prior to the beginning of the relevant AFL

Season. The proviso for Gold Coast Suns and GWS Giants will cease to apply once the relevant Club has been in the AFL Competition for ten years.

- (b) An AFL Club which proposes to nominate a Testimonial Player must prior to 1 March in the relevant year:
 - (i) notify the AFL in writing of the name of the Testimonial Player; and
 - (ii) lodge with the AFL the testimonial program that the AFL Club proposes to conduct.
- (c) For the avoidance of doubt, a testimonial program for the Testimonial Player may be conducted in that Player's final year at the relevant AFL Club or the year immediately following his final year at the relevant AFL Club.
- (d) Where the AFL has approved the nomination and testimonial program, the AFL Club shall pay an amount to the Player, which amount up to a maximum of \$100,000 shall be outside of and not taken into account in calculating the Total Player Payments of that AFL Club.
- (e) This payment may only be paid to the Player on his ceasing to play with the relevant Club provided that the payment should not be made to the Player until after the Pre-Season Draft in the year the Player is delisted by the Club.

21. Player Retirement Scheme

- (a) The AFLPA will establish the Defined Contribution Benefit for the benefit of Players to commence from 1 November 2011 which benefit will replace the existing retirement benefit provided for in the Player Retirement Fund.
- (b) The AFL shall pay the AFLPA the amount set out in item 3 of Schedule B in instalments as agreed between the Parties in each year of the Term, \$2,300,000 of which the AFLPA agrees to allocate each year towards any unfunded liability of the Player Retirement Fund.
- (c) Players will receive individual entitlements from the Defined Contribution Benefit on a staggered basis depending on their length of service in accordance with specific rules established by the AFLPA in consultation with the AFL.
- (d) The AFL will work with the AFLPA to address legal and administrative issues to ensure, in so far as practicable, that the benefits to Players of the Defined Contribution Benefit are maximised.
- (e) The AFLPA will ensure that the Defined Contribution Benefit will be structured so as not to attract any unfunded liability within the Player Retirement Account.

22. Player Education and Training and Welfare

22.1 AFL Industry Education Committee

- (a) The Parties will work together to establish the AFL Industry Education Committee for the purposes of promoting coordination and consistency of education, cultural and professional development programs.

- (b) The AFL Industry Education Committee will have a charter which specifically aims for various stakeholders to develop evidence based approaches to strategy, evaluation, compliance and standards, the specific terms of which will be agreed between the Parties.
- (c) The Parties acknowledge that the AFL Industry Education Committee will provide a report to the AFL Commission and AFLPA Board of Directors each year outlining its activities.

22.2 Contribution

- (a) AFL agrees to contribute each year to the AFLPA the amount set out in item 4 of Schedule B. These funds will be expended by the AFLPA as determined by the AFLPA and, such purposes may include but not be limited to Player education and training, health and welfare.
- (b) The AFLPA acknowledges that the amount to be contributed to the AFLPA in accordance with clause 22.2(a) includes a provision for a minimum payment of licensing royalties due to the AFLPA under this Agreement.

22.3 Administration

- (a) The bodies established by the AFLPA pursuant to the 1998 CBA to administer payments from the AFLPA Player's Welfare Fund shall continue to administer payments relating to education, training and Player welfare including determining the relevant criteria on which applications will be assessed, the approval of payment to be made to a Player and imposing of any relevant conditions applicable to a payment.
- (b) The composition of the bodies referred to clause 22.3(a) shall be determined by AFLPA, but must include a representative of the AFL (as nominated by AFL and approved by AFLPA).

22.4 Education and Training

- (a) AFLPA shall, in conjunction with the AFL Industry Education Committee and relevant State training and educational authorities, identify appropriate traineeships, educational opportunities and courses, and where appropriate liaise with such bodies to establish traineeships and courses focussed on the needs of Players.
- (b) AFLPA shall provide regular updates to the AFL on support programs funded by monies provided to the AFLPA by AFL pursuant to this clause.

22.5 Past Player Health and Hardship

- (a) The AFLPA shall, in consultation with the AFL, establish the terms of a Players Trust to support past Players suffering football related hardship.
- (b) In the event that Representative Football Matches are played during the Term, the net proceeds of such Matches will be directed to the Player Trust established under clause 22.5(a) or as otherwise agreed between the Parties.

23. Player Development Managers

- (a) Each AFL Club shall employ a full-time fully qualified Player Development Manager and advise their Players and the AFLPA of such appointment.
- (b) The Player Development Manager shall be required to participate in reasonable professional development programs and courses as identified by the AFL Industry Education Committee.
- (c) In the event that a Player Development Manager is not fully qualified to perform that role, he or she may remain in the role provided he or she takes part in appropriate education courses approved by the AFL Industry Education Committee.
- (d) The Player Development Manager shall not perform any function or duty that would conflict with their duties as Player Development Manager, either in substance of the function/duty or in the time required to perform it.

24. Player's Contract

24.1 Standard Playing Contract

- (a) All contracts for the playing of Australian Football entered into between a Player, an AFL Club and the AFL shall be in the form of the Standard Playing Contract.
- (b) All Standard Playing Contracts, variations and Additional Service Agreements lodged with the AFL shall be supported by statutory declarations made by each of the following persons:
 - (i) the Player;
 - (ii) an officer of the AFL Club who had the care and conduct of negotiating with the Player; and
 - (iii) an Accredited Agent, parent or legal guardian, as the case may be, who has been authorised by the Player to act on his behalf in negotiating with the AFL Club.
- (c) The terms of the statutory declaration shall be in a form determined from time to time by the AFL in consultation with the AFLPA.
- (d) The parties to a Standard Playing Contract, which contract has not been terminated, may vary the terms of the contract or renew the contract for a further term/s, by written agreement of the parties.
- (e) All Standard Playing Contracts shall expire on 31 October in the final year of the Player's contract unless the contract has been varied or renewed, in which case the contract shall expire on 31 October in the final year of the varied or renewed contract.
- (f) The AFL and the AFLPA recognise that Standard Playing Contracts between AFL Clubs and Players create legally binding obligations and that the parties to such contracts have legitimate expectations that the terms of such contracts will be honoured.

- (g) An AFL Club and a Player shall not include provision in a Standard Playing Contract which would entitle either party to unilaterally exercise an option to extend the term of a Player's contract.

24.2 Restructure of Standard Playing Contract

- (a) Subject to clause 24.2(b), the Parties agree that the Standard Playing Contract shall be restructured to apportion Players' value for personal services, as distinct from the value for use of Players' Image, with the restructured Standard Playing Contract to be in operation by no later than 1 July 2013, or such later date as agreed between the Parties.
- (b) The Parties shall jointly develop the guidelines to apply to the apportioning of players' value after appropriate consultation with the Australian Taxation Office.

24.3 Player Contract Information

- (a) The AFL agrees to provide the AFLPA with the following statistical information, on a de-identified basis, relating to player contracts, Additional Services Agreements and other payments on or before 1 March each year of the Term, or such other date as agreed between the Parties:
 - (i) a breakdown of salary brackets for Players at different stages of their careers in accordance with parameters such as years on an AFL List and Matches played, on an industry and Club-by-Club basis;
 - (ii) a breakdown of Additional Services Agreements in monetary brackets for Players at different stages of their careers on an industry and Club basis, for example years on the List of an AFL Club;
 - (iii) a breakdown by numbers and percentages of base only and base and match contracts for Players on an industry and Club basis;
 - (iv) identification of standard and non-standard contract incentives in Player contracts;
 - (v) incidence of use of contract incentives across the industry and within Clubs; and
 - (vi) a summary of AFL industry contractual trends.
- (b) The AFL agree to provide the AFLPA with access to the secure database containing Standard Player Contracts (including the Additional Services Agreements when in database or as otherwise agreed) for the AFLPA to access on an ongoing basis, with all access and set up costs for such access to be borne by the AFLPA.
- (c) The AFLPA must treat all Player contract information as confidential and may use them internally solely to advance its purposes as the representative of AFL Players as follows:
 - (i) to prepare for and/or support collective bargaining;
 - (ii) to enforce Players' rights, including under the CBA and their Player contracts; and

- (iii) to inform internal research.
- (d) If the AFLPA wish to utilise the Player contracts for any purpose other than those expressly stated in 24.3(c) above, the Parties shall confer and agree on whether that purpose is appropriate, including for example what further Player contract information may also be provided to AFL Clubs, Players generally and/or Accredited Agents and if so in what form and upon what conditions and/or undertakings the information should be provided.
- (e) The AFLPA, as the collective bargaining representative of AFL Players, warrants it has the right to obtain the Standard Playing Contract and the Additional Services Agreement information as contemplated by this clause.

24.4 Exchange of Player

- (a) No AFL Club shall exchange any Player unless the Player has been given as much notice as possible by the AFL Club of its intention to trade without any duress being applied by the AFL Club, its employees or agents to the player and the Player genuinely consents to the trade.
- (b) In the event that the provisions of clause 24.4(a) operates, in the reasonable opinion of the AFLPA, in a manner inconsistent with the spirit and intention of the parties in introducing that clause, the following provision shall apply from a date to be agreed between the AFLPA and the AFL:

“Save and except where in the opinion of the General Counsel, there are exceptional and compelling circumstances that make it harsh and unconscionable for a Player not to be exchanged, no AFL Club shall exchange any Player who has not completed at least one AFL Season under his current contract with the AFL Club or such lesser period as agreed between AFL and AFLPA”.

24.5 First Year Player

- (a) When a first year Player is first drafted by an AFL Club, that Player and the AFL Club shall enter into a Standard Playing Contract for a minimum term of two years except in the case of a Player who has previously been drafted as a Rookie or where the Player is over 23 years of age by 31 December in the year in which he is selected by a Club.
- (b) Where a person, who has nominated for the AFL Draft, can demonstrate to the General Counsel that the provisions of clause 24.5(a) would operate to unreasonably restrain him from obtaining employment with an AFL Club as a professional footballer, the provisions of clause 24.5(a) will not apply.

25. Loss of AFL Club Licence

- (a) In the event that an AFL Club loses its licence to compete in the AFL Competition and is suspended from or loses its right to representation in the AFL, the AFL shall in those circumstances assume liability for payment of all Football Payments due to Players of such AFL Club provided that:
 - (i) such Players shall accept all reasonable directions from the AFL in relation to future employment as footballers and apply any amounts payable in respect of future employment (for the unexpired period of the contract in existence at the

date of the loss of licence, suspension and loss of right to representation) to the credit of the AFL;

- (ii) any Player who receives a payment or payments from or on behalf of the AFL pursuant to this clause shall in respect of such payment or payments enter into an assignment in a form acceptable to the AFL, of the Player's entitlement and right to prove in the liquidation or otherwise to participate in the assets or the proceeds of the winding up of the former licensee and the AFL shall have all rights of the Player to the extent of the payment or payments received by the Player from the AFL;
 - (iii) without limiting the rights and entitlements of the AFL referred to in clause 25(a)(iv) and subject to clause 25(b), the AFL shall have the right, where it has assumed liability for payment of Football Payments due to Players of an AFL Club in accordance with this clause, to terminate any contract between any Player and such AFL Club immediately by notice in writing to the Player and upon the giving of such notice, the contract shall be at an end provided that the AFL shall pay to the Player receiving notice, a termination payment calculated in accordance with the provisions of this Agreement as if the Player had been delisted by the AFL Club on the date which such AFL Club lost its licence to compete in the AFL Competition and was suspended from or lost its right to representation on the AFL; and
 - (iv) where the AFL has assumed liability for payment of Football Payments due to Players of an AFL Club in accordance with this clause, the AFL shall have and be entitled to exercise all of the rights and benefits of the relevant AFL Club under all contracts between such AFL Club and its Players provided that the liability of the AFL under such contracts and to such Players shall be strictly limited to the obligations set out in this clause.
- (b) Where the AFL assumes liability for payment of Football Payments due to the Player of an AFL Club and the Football Payments due to the Player had been reduced as a result of financial circumstances of the AFL Club, the AFL will, where the Player so requests for the purpose of this clause, assume the liability in respect of the Football Payments due to the Player immediately prior to the reduction subject to the Player accepting the reasonable directions of AFL to take up employment with an AFL Club nominated by the AFL.
 - (c) A Player shall have the right to appeal to the Appeal Board against any direction by the AFL to the Player to play with a particular AFL Club where there are exceptional and compelling circumstances which make it or would make it harsh and unconscionable for the Player to be bound to play with the AFL Club nominated by AFL. The provisions of the AFL Rules shall apply in this instance.

26. Game Development and Promotion

26.1 Player Appearances

- (a) All Players shall be available for one half day per fortnight during each year of the Term of this Agreement save and except for periods of leave, to participate in bona fide appearances for development of the game of Australian Football as well as AFL and AFL Club promotion. Fifteen of such appearances shall be scheduled by the Player's AFL Club and the remaining six appearances shall be scheduled by the AFL.

- (b) The AFL and each AFL Club shall consult with representatives of the Players at each Club (including the AFLPA delegate) on the programme of appearances for the forthcoming year.
- (c) Such consultations shall be concluded prior to the commencement of the Christmas – New Year break.

26.2 Notification of Player Appearances

- (a) Subject to clause 26.3, by no later than 1 March in the relevant year:
 - (i) each AFL Club must schedule and notify each Player of the details of 11 of the 15 available appearances required to be performed by him;
 - (ii) the AFL must schedule and notify each Player of the details of 5 of the 6 available appearances required to be performed by him.
- (b) By no later than 15 March in the relevant year, the AFL and each AFL Club shall provide the AFLPA with a list of scheduled appearances as is required to be provided to the Players under clause 26.2(a). The list of appearances shall specify the name(s) of the Player(s) involved, the time, date, location and nature of the appearance.
- (c) The Player's Club and/or the AFL may schedule the remaining appearances after 1 March provided they otherwise comply with notice and other provisions related to appearances as set out below.
- (d) In the absence of agreement of the programming of appearances, such appearances shall be scheduled by AFL Clubs or the AFL as the case may be and notified to the Player as follows:
 - (i) 75% of such appearances must be set out in a schedule specifying the time, date, location and nature of appearance, which schedule must be provided to the Player, no later than 1 April in the relevant year;
 - (ii) 25% of such appearances must be notified to each Player at least a fortnight prior to the date of the required appearance. Such notification must specify the time, date, location and nature of the appearance.

26.3 Credit for Player Appearances

- (a) Notwithstanding any other provision of this clause 26, a Player who has been on the Primary List of an AFL Club for more than five (5) AFL Seasons may seek approval from the AFL to seek credit against his obligations to perform AFL scheduled appearances in consideration for undertaking up to six (6) appearances under this clause 26 for personal bona fide game and/or community development activities.
- (b) To be eligible for approval under clause 26.3(a), the Player's program must be consistent with the AFL Game Development Objectives as outlined in clause 26.6 and comply with any Player driven appearance guidelines issued by the AFL and AFLPA.
- (c) The AFL's approval under clause 26.3 shall not be unreasonably withheld.

26.4 Programming of Appearances

- (a) A Player shall be given a written reminder by the AFL or his AFL Club, as the case may be, of each programmed appearance 14 days prior to the date of the appearance and shall be given a further reminder 7 days prior to such date.
- (b) In programming the 21 half day appearances and allocating those appearances amongst the Players in an AFL Club, the following factors shall be taken into account:
 - (i) the equitable sharing of the work load of appearances amongst the Players;
 - (ii) the varying periods of Player time involved in appearances and the different periods of time spent travelling to and from the location at which appearances are held;
 - (iii) any relevant skill or attribute a Player has for a particular type of appearance;
 - (iv) the training, playing and other commitments of the Players; and
 - (v) a Player's reasonable cultural or religious beliefs and commitments.
- (c) In the event that an AFL Club imposes activities on a Player which prevents the Player from fulfilling an allocated appearance, the Player will not be held responsible for the nonappearance nor will he be subject to penalty.
- (d) Players who are completing secondary school studies shall not be required to perform any AFL appearances.
- (e) An appearance may be less than but will not, as a general rule, exceed four hours in duration, provided that with the Player's agreement:
 - (i) an appearance may be scheduled over two separate occasions, provided that the total duration shall not exceed four hours;
 - (ii) two half day appearances may be combined in one full day to facilitate events of a longer duration such as country visits.
- (f) The AFL and each AFL Club agree that:
 - (i) they shall not schedule appearances during any periods of leave that a Player is entitled to take under this Agreement or under any applicable long service leave certified agreement, save with the consent of that Player;
 - (ii) they shall not schedule appearances during a Player's one day off each week;
 - (iii) they shall not schedule appearances during a Player's 4 hour professional development time each week; and
 - (iv) Players who are undertaking tertiary studies shall not be required to perform AFL or AFL Club appearances which fall on or within 2 days prior to scheduled exam dates.
- (g) Nothing in clause 26.4(e) shall be construed as entitling the AFL or AFL Clubs to program 84 hours of a Player's time for appearances.

26.5 AFL Broadcaster Access Policy Appearances

In accordance with the AFL Broadcaster Access Policy, three (3) media interviews for an AFL Broadcaster will count as one (1) player appearance. These may be scheduled after 1 March without the necessary notice required of other appearances arranged after this time.

26.6 AFL Game Development Objectives

- (a) The promotional activities that a Player shall make himself available for under this clause 26, shall include those directed at:
 - (i) increasing participation in, and development of, Australian Football, such as developing and supporting appropriate pathways for all segments from Auskick to talent development and open age;
 - (ii) increasing Match attendance and viewership;
 - (iii) increasing AFL and AFL Club membership;
 - (iv) building and improving community relations, specifically supporting leagues, clubs and schools to motivate volunteers, umpires, coaches, teachers and sports trainers for all levels of Australian football to promote quality environments and also promoting community engagement, education, leadership and employment initiatives, particularly in indigenous and multicultural communities; and
 - (v) promotion of AFL or the AFL Club to AFL sponsors or Sponsors of AFL Clubs (excluding appearances directly related to products or services of sponsors or the promotion of sponsors to the public except where that promotion is incidental to activities set out in clause 26.6(a).
- (b) Such activities may include attendances at AFL functions, launches and presentation of Player awards as set out in sub clauses 28(e) and 28(f), the AFL Hall of Fame, publication launches, promotions and media appearances, however the attendance of Players at community camps shall not be included in the appearances a Player is required to perform under this clause.26.

26.7 Reimbursement of Expenses

In the event AFL Club or AFL travel arrangements are not made and paid for by the Club or AFL, a Player shall be entitled to be reimbursed for travel in excess of a 150 kilometre round trip from the point of departure from the Player's home, place of work or the Club's usual home training facility at an agreed per kilometre rate.

26.8 Cancellation of Appearance

- (a) Any cancellation by an AFL Club or the AFL of an appearance required by a Player must be advised to the Player as soon as practicable.
- (b) The AFL Club or the AFL, as the case may be, shall not be entitled to reschedule a cancelled appearance unless the Player has been provided at least two days' notice.

26.9 Failure to Attend

- (a) A Player must notify the AFL Club or the AFL, as the case may be, as soon as practicable, but in any event, no less than two days prior to the required appearance of any inability to attend any such appearance that has been scheduled or notified in accordance with this clause 26. The Player must provide reasons for his inability to attend and such reasons must be or relate to matters which are beyond the Player's control. The Player is obliged to use his best endeavours to arrange for another Player of comparable reputation from the same Club to attend the appearance.
- (b) A Player's failure to attend a scheduled appearance other than as permitted by clause 26.9(a) will be deemed to be a breach of this Agreement by the Player, and the AFL or the AFL Club, as the case may be, may reschedule the appearance and/or impose a sanction against the Player in accordance with the following:
 - (i) 1st Offence: A fine of \$250 for a Club appearance and \$500 for an AFL appearance;
 - (ii) 2nd Offence: A fine of \$500 for a Club appearance and \$1,000 for an AFL appearance and in either event, an extra one appearance be scheduled for the Player;
 - (iii) 3rd or Subsequent Offence: \$1,500 for a Club appearance and \$3,000 for an AFL Appearance.

For the purposes of this clause each year shall stand alone and no offence in the previous year or years shall count as an offence in any following year/s. Any cancelled appearance may be rescheduled by the Club or the AFL, as the case may be subject to clause 26.8(b).

- (c) Any rescheduling of Player appearances pursuant to clause 26.8 shall be reasonably rescheduled having regard to peak requirements for AFL and Club promotion. All fines shall be reinvested into development programs.

26.10 No Conflict

Nothing in this clause 26 shall entitle an AFL Club or the AFL to require a Player to appear to promote the AFL Club or the AFL to a sponsor where that Player or an Associate of that Player has a commercial arrangement with a competitor of that sponsor and written notice of that commercial arrangement has been provided by the Player to that Player's Club and to the AFLPA and provided that this clause shall not apply to allow a Player to avoid a promotion that involves an AFL Protected Sponsor or an AFL Club Protected Sponsor.

27. AFL Broadcaster Access Policy

- (a) Each Player must ensure he complies with the AFL Broadcaster Access Policy as outlined in Schedule F, as varied from time to time.
- (b) Subject to any legally enforceable agreements in place at the date of execution of this Agreement, no Player shall, during the Term of this Agreement, enter into any arrangements with any person, corporation or entity designed to or which have the effect of restricting or limiting a Player's participation in any media interview or his general availability to all sections of the media. For clarification and the avoidance of doubt, Players may contract with any media organisation so long as such contract does not preclude a Player from appearing on or in any other media.

- (c) A Player may be requested by an AFL Club to participate in post Match, pre or post training interviews but shall not be directed by the AFL Club to do a media interview during the Player's free time, other than in accordance with clause 26.5.

28. Use of Player Image

- (a) The Parties agree that a Player may use his own Image or license the use of his own Image provided that such use:
 - (i) does not conflict with an AFL Protected Sponsor;
 - (ii) does not conflict with an AFL Club Protected Sponsor;
 - (iii) it is not prejudicial to Australian Football;
 - (iv) does not use AFL Intellectual Property or Club Intellectual Property without the consent of the AFL or the relevant AFL Club; and
 - (v) does not use other AFL property (including, without limitation, playing and on field uniforms and other items within the AFL on field policy) without the consent of the AFL.
- (b) Each AFL Club may have up to four AFL Club Protected Sponsors. An AFL Club Protected Sponsor is a sponsor nominated by the AFL Club as one of its protected sponsors and which has contributed to the AFL Club no less than \$250,000 in that year. Each AFL Club shall notify its Players and AFLPA in writing of the Club's Protected Sponsors for each AFL Season by 15 February in each year provided that where a Club's Protected Sponsors change during a year, the AFL Club shall notify its Players and AFLPA in writing as soon as possible of such occurrence.
- (c) The amount referred to in clause 28(b) shall be taken to include the cash value of the sponsorship contract and/or the value of services or product provided under the sponsorship (calculated at the wholesale value of such services or product).
- (d) The number of AFL Protected Sponsors shall be no more than four. The AFL shall notify the AFLPA in writing of the names of AFL Protected Sponsors for each AFL Season by 15 February in each year provided that where AFL Protected Sponsors change during the Year, AFL shall notify AFLPA in writing as soon as possible of such change.
- (e) Subject to clause 28(f), the AFL and its sponsors shall be entitled to utilise the Image of Players in respect of promotion and publication of the awards specified below and any other awards which are notified to the AFLPA at the commencement of the relevant playing AFL Season and otherwise throughout the AFL Season on reasonable notice and to which the AFLPA consents:
 - (i) The Rising Star Award
 - (ii) The Mark of the Year Award
 - (iii) The Goal of the Year Award
 - (iv) The Brownlow Medal
 - (v) The Norm Smith Medal

- (vi) All Australian Team
 - (vii) Number One Draft Pick
- (f) The winner/s of the Awards referred to in clause 28(e) may, subject to training and other AFL Club requirements, be required to be available for the following:
- (i) reasonable media event day interviews;
 - (ii) attendance at the launch of the Award in the following Year;
 - (iii) attendance at the presentation of the Award in the year in which he has won the Award and the following Year,
- and the Player agrees that his Image may be used in a congratulatory advertisement promoting the Award.
- (g) The AFLPA acknowledges that the AFL Licensing and Commercial Operations Guidelines set out in more detail the way in which Players, the AFL, AFL Clubs and their respective sponsors may use a Player's Image in accordance with this Agreement and the AFL, AFLPA, AFL Clubs and Players agree to comply with AFL Licensing and Commercial Operations Guidelines.
- (h) Each Player authorises AFL and the relevant AFL Club to use the Player's Image, at no cost to AFL or the AFL Club for the promotion of Australian Football, the AFL Club or the AFL as the case may be, including the use of his Image to promote Australian Football, where such promotion includes promotion of the AFL Protected Sponsors and AFL Club Protected Sponsors. Players assign to the AFL any copyright or other rights Players hold or may hold in connection with such promotional activities or AFL Licensing Activities provided such activities are conducted in the manner set out in Schedule E as varied from time-to-time.
- (i) Each Player grants the AFL a non-exclusive right to use his Image in AFL Digital Media Properties in accordance with a set of protocols to be developed by the Parties. Such protocols to reflect the following:
- (i) the Parties seek to optimise opportunities of the use of Players in media properties and enhance the AFL media business;
 - (ii) the use of the Players' Image is not to be assigned by the AFL to third parties save in accordance with the new media agreement between AFL and Telstra;
 - (iii) Players' Images may be used in association with AFL Digital Properties;
 - (iv) the AFL and AFL Clubs will not use Player Images to develop individual Player websites, social media sites or tools or any other properties or activations that are focused on individual Player's personalities.
- (j) The AFL and AFLPA will develop a protocol designed to encourage AFL commercial partners to use Players and their Images in the activation and leveraging of their partnerships at the commercial partners cost.

29. Licensing and Marketing

- (a) AFL shall continue to be solely responsible for licensing and marketing of AFL branded products and services featuring AFL Intellectual Property only.
- (b) In respect of products and services branded with a combination of AFL Intellectual Property and Player Image the:
 - (i) Parties shall jointly develop, procure and engage dual licensing opportunities and arrangements and work together to identify business opportunities for exploiting such products and services;
 - (ii) AFL shall administer such dual licensing arrangements;
 - (iii) AFL shall obtain the AFLPA's approval of key commercial terms of such dual licensing arrangements such as royalty rates and extent of Player Image use, such approval not to be unreasonably withheld or delayed;
 - (iv) AFL shall meet with the AFLPA on a regular basis to provide updates regarding the activities of the dual licensing program, including without limitation, provide copies of executed contracts, and/or commercial arrangements.
- (c) The Parties agree on a revenue split of the royalties received from licensing activities containing Player Images (save for DVD's of Matches), regardless of the number of Players contained in such activities as follows:
 - (i) 65% of royalties to the AFLPA; and
 - (ii) 35% of royalties to the AFL,

save for Player Image use in computer games, where the revenue split will be 50-50.
- (d) In the event the total royalties payable to the AFLPA under this clause totals less than \$1,500,000 in any year, the AFL agrees to pay to the AFLPA an amount equal to the difference between the actual amount due and \$1,500,000.
- (e) In respect of products and services featuring Player Image only, Players shall be entitled to continue such promotion subject to observing the restrictions in respect of AFL Protected Sponsors and relevant AFL Club Protected Sponsors. Additionally, it is acknowledged that the AFLPA shall be entitled to conduct a licensing and marketing program featuring Player Image only, provided that such program shall not prejudice AFL licensing and marketing conducted in accordance with clauses 29(a) and 29(b).
- (f) The promotion by a Player of an AFL Club Sponsor, other than where such promotion involves the promotion of Australian Football, shall be regulated in accordance with clause 11.
- (g) AFLPA undertakes not to enter into any licensing program utilising Player Images other than in accordance with the provisions of this Agreement and agrees that any other licensing arrangement that it enters into will not conflict with a sponsor of the AFL, or the Licensing Activities of the AFL.

- (h) Notwithstanding any other provision of this clause 29, the licensing and commercial operations arrangements set out in Schedule E shall also apply to the use of Player Images.

30. AFLPA/AFL Multi-Media Partnership

The AFLPA/AFL multi-media partnership program will continue in accordance with the arrangements from 2011, with a total budget during the Term of \$2,000,000, paid to Players via AFLPA in consultation with Clubs.

31. Player's Tools of Trade

- (a) Player footwear (including boots and running shoes) and gloves form part of a Player's tools of trade (**Tools of Trade**) and a Player shall be entitled to wear footwear and gloves of his choice, in accordance with the AFL Rules.
- (b) The Player's ability to wear footwear and gloves of his choice must not be restricted by any future contracts entered into by the AFL, an AFL Club or in respect of an AFL Licensing Activity.
- (c) An AFL Club that requires a Player to purchase an item of equipment which can be reasonably considered to form part of a Player's Tools of Trade shall reimburse the Player for the cost of that equipment.
- (d) Notwithstanding any AFL or AFL Club Protected Sponsor arrangements which may be in place, Players shall, subject to clause 31(h), be entitled to licence the use of their Image to their Tools of Trade sponsors who is a competitor of a Club Protected Sponsor (**Tools of Trade Sponsor**), provided that:
 - (i) the Player receives no less than \$20,000 cash from the Tools of Trade Sponsor for the grant of such licence; and
 - (ii) such use does not involve the use or association with AFL or AFL Club Intellectual Property.
- (e) Any amount paid to a Player under this clause 31 by a Tools of Trade Sponsor will be excluded from the relevant Club's Total Player Payments or Additional Services Agreements limit, unless it is determined by the AFL General Counsel in his discretion that such payment is not commercial or bona fide.
- (f) The right granted under clause 31(d) is subject to fulfilment of existing contractual obligations but not creation of new ones such as by extension or renewal of an existing contractual obligation.
- (g) If, at the time of the review set out in clause 5.2 of this Agreement, there is a demonstrated substantial reduction in AFL Club revenue due to a Player's arrangements with their Tools of Trade sponsors and/or a substantial reduction in the total amount of Player contracts with Tools of Trade sponsors as a result of the rights granted to Players under clause 31(d), then the arrangements will revert to the position under the 2007 – 2011 CBA.
- (h) For the avoidance of doubt, a Player who licences his Image to a Tools of Trade sponsor pursuant to clause 31(d) licences his Image for use in connection with footwear and/or gloves only and does not extend to other apparel. It is not a breach of this clause for the Player's Image to be associated with other apparel of the Tools

of Trade Sponsor, provided such association is incidental to or part of the promotion of the footwear and/or gloves.

32. AFL Player Football Induction program

- (a) Where a First Year Player, Second Year Player or Rookie Player makes application to AFL SportsReady Pty Ltd to undertake an approved AFL Player Football induction Program (**Player Induction Program**) and such application has been approved by AFL SportsReady, the Player shall be entitled to receive, upon completion of the Player Induction Program, the sum of \$3000 ("the incentive completion amount") or such other lesser amount as agreed by the AFLPA where the difference between the new incentive completion amount and \$1,500 is allocated to costs associated with delivering the Player Induction Program. For the purposes of clarity, the incentive completion amount shall not be payable where the Player does not complete the Player Induction Program.
- (b) Where a Player's application under clause 32(a) above has been approved by the AFL Industry Education Committee, the Player shall, in addition to and separate from the Player's Standard Playing Contract, enter into a traineeship agreement with AFL SportsReady Pty Ltd in accordance with the terms of the National Training Wage Award.
- (c) Where clause 32(b) applies, the amount payable to the Player by the Player's AFL Club under the Standard Playing Contract in accordance with the terms of this Agreement shall be reduced by the amount of the wage payable by AFL SportsReady Pty Ltd to the Player under the National Traineeship Wage Award for the relevant period.
- (d) Notwithstanding the foregoing, the AFL Club which employs the Player to which this clause applies shall, at all times, remain liable for payment of the applicable minimum base payment to the Player in the relevant year in the event that the Player Induction Program is not completed.
- (e) The incentive completion amount payable to an AFL Player under clause 32(a) will not be taken into account in calculating an AFL Clubs Total Player Payments.
- (f) In recognition of the commitment and work of the AFLPA to the establishment of Player Induction Program, the AFL undertakes to contribute the amounts set out in item 4 of Schedule B to the AFLPA for use in delivering the Player Induction Program in a manner consistent with the objectives and policies developed by the AFL Industry Education Committee from time to time.

33. Consultation

- (a) AFL agrees to invite a representative of AFLPA to attend meetings of the AFL Commission from time-to-time. The AFLPA shall also be entitled to address the AFL Commission in relation to significant issues which affect the AFLPA and/or its members.
- (b) AFLPA agrees to invite representatives of AFL to attend meetings of the Board of the AFLPA from time-to-time.
- (c) AFL and AFLPA agree:
 - (i) to be available for a workshop each year in November; and

- (ii) to conduct a conference involving representatives of each AFL Club every two years.
- (d) A representative of AFLPA shall be nominated by AFLPA to assist on the AFL committee dealing with the Laws of Australian Football, who shall participate from time-to-time on a consultative basis on the matters coming before such committee.
- (e) A representative of AFLPA shall be nominated by AFLPA to sit on the AFL committee dealing with medical/legal issues, who shall participate from time-to-time on a consultative basis on the matters coming before such committee.
- (f) Each AFL Club shall provide regular updates to its Players on the financial position and future direction of the Club and such other matters that may impact on the employment of Players and/or the conditions and facilities under which the Players train and play.
- (g) The AFL agrees that the AFLPA shall be invited to make submissions and present to the AFL as part of the AFL's regular end of season tribunal review. The AFL will give the AFLPA sufficient time (and in all cases at least 21 days) to properly consider and prepare submissions in respect of this review and will give genuine consideration to matters raised by the AFLPA.
- (h) The AFL will consult with the AFLPA between the months of February and April on the AFL Competition structure for the following year and to give appropriate weight and consideration to the views of the AFLPA on behalf of the Players prior to any decisions being made on the AFL Competition structure for the following year.

34. Accredited Agents

- (a) AFL and AFLPA have recognised the right of Players to appoint an agent for negotiating individual Player contracts (including variations to such contracts) and Additional Service Agreements with an AFL Club and the role of such agents.
- (b) In recognition of these matters and the need to maintain a proper balance between the interests of individual Players and the AFL Competition, and the benefits to the Players and the AFL Competition of agents having appropriate experience, training and qualifications and demonstrating a thorough understanding of the AFL Rules, Standard Playing Contract, this Agreement and relevant Codes of Conduct, the parties agree that all agents acting for and on behalf of Players must at all times be accredited by the AFL Players' Association Player Agent Accreditation Board or such other body as approved by the AFL and AFLPA.
- (c) All such agents must maintain such accreditation at all times whilst continuing to act as agents for and on behalf of Players.
- (d) In the negotiation of any new contracts to be entered into between Players and AFL Clubs, AFL Clubs shall only negotiate with the Player, an Accredited Agent or a parent or legal guardian of the Player.

35. Code of Conduct

The Parties will conduct a review of the Code of Conduct, using their best endeavours to reach an agreement on a revised Code of Conduct no later than 31 December 2013.

36. Rights and Obligations of AFLPA

36.1 Notice Board

The AFLPA will be granted reasonable access to place relevant materials on an existing notice board provided by each AFL Club and placed in a prominent and appropriate location at the AFL Club.

36.2 Collection of AFLPA Membership Dues

Upon being provided an authority by a Player under clause 36.3, an AFL Club shall deduct annual AFLPA membership dues from the payments due to a Player and shall forward payment in full to the AFLPA on or before 1 April of each year. The money deducted by an AFL Club as membership dues, pursuant to this clause, shall be held on trust by the AFL Club for the AFLPA. If the AFL Club does not forward payment in full to the AFLPA by 1 April in each year, the AFL Club must pay to the AFLPA an additional amount by way of interest calculated at bank overdraft rates of interest plus 2%, calculated daily for each day payment is delayed after 1 April of each year.

36.3 Authority Form

The AFLPA shall provide an AFL Club with an individual deduction authority form from each Player authorising the AFL Club to deduct AFLPA membership dues. An existing authority shall be treated as continuing unless cancelled by the Player concerned.

36.4 Right of Entry

An AFLPA representative shall be entitled to reasonable access to interview Players of an AFL Club on the AFL Club premises and to conduct the affairs of the AFLPA provided that:

- (a) reasonable notice to the AFL Club is given; and
 - (b) training or other AFL Club functions are not disrupted or interfered with in any way,
- and the AFL Club must, in good faith, facilitate such access.

36.5 AFLPA Board

- (a) A Player who is a member of the Board of the AFLPA shall be entitled to attend up to 8 meetings of the AFLPA per year provided the relevant AFL Club is given not less than 14 days' notice by the Player or AFLPA of the time, date and place of the meeting.
- (b) A Player who is a member of the Board of the AFLPA or who is a delegate or deputy delegate of the AFLPA shall be entitled to attend the AFLPA annual executive and delegates conference, provided that the relevant AFL Club is given not less than 14 days' notice by the Player or AFLPA of the time, date and place of the meeting.

37. Safe Working Environment

- (a) Each AFL Club, as the employer of Players, has obligations under the Occupational Health and Safety legislation in the respective States to take all reasonable steps to protect the health and safety of Players at work. Each AFL Club shall set up appropriate workplace consultative procedures involving Players and other

employees consistent with relevant Occupational Health and Safety legislation to progress health and safety issues.

- (b) The parties agree to maintain a standing committee on Occupational Health and Safety comprising representatives of the AFL, AFLPA, AFL Clubs, AFL Medical Directors and where appropriate venue operators. The Committee shall consider and address OH&S matters affecting players generally. The Committee shall meet at least twice a year to conduct its business and shall provide a report after each meeting to the AFL Commission and AFLPA Executive in relation to all matters dealt with.

38. Second Tier – Minimum Health and Safety Standards

- (a) The AFL and AFL clubs will use reasonable endeavours to ensure that the following minimum health and safety standards are complied with in second tier competitions in which Players are involved, including during matches and training:
 - (i) provision of medical rooms in accordance with the AFL Venue Guidelines;
 - (ii) education of current AFL concussion guidelines to be provided by the AFL to all second tier competitions including relevant persons at second tier competition clubs with a view to using the computer-based concussion testing protocols, including relevant training requirements required for medical personnel, if feasible;
 - (iii) one appropriately qualified and experienced sports medicine practitioner, one sports trainer with Level 2 certification through Sports Medicine Australia, three additional trainers with Level 1 certification through Sports Medicine Australia and one physiotherapist for all matches. AFL Clubs will ensure that accurate medical records are kept and suitable supplies provided for treating professional footballers/Players;
 - (iv) one trainer with Level 2 certification through Sports Medicine Australia and one physiotherapist in attendance at all football training sessions; and
 - (v) all medical staff at second tier level to undergo stretcher training exercises prior to the season commencing with the frequency of additional/follow up testing to be determined by AFL Club's Medical Officer.
- (b) The AFL will investigate the current pre-match checklist procedure at the VFL, SANFL, WAFL, NEAFL level and the AFL and the AFLPA, acting reasonably, will agree on any changes required.

39. Car Parking

- (a) Subject to clause 39(b), the AFL and each AFL Club agrees to provide all players a secure, reserved car park at Matches they are required to attend and appropriate security when travelling to and from their Club's rooms when necessary.
- (b) The Parties acknowledge that the MCG and Etihad Stadium arrangements are as follows:
 - (i) at the MCG, Player parking (in addition to existing underground parking entitlements of Players) will be in an area close to the entrance – where AFL

umpires and officials park for matches. These tickets will be provided to Clubs for each Match for the use of Players.

- (ii) at Etihad, Clubs will reimburse Players who are required to attend a Match for the cost of parking at the ground.
- (c) A Player shall not be required to pay for his own parking when he is required to attend a Match.

40. Match Tickets

40.1 AFL Premiership Season and AFL Finals Series (excluding the Grand Final)

The AFL in conjunction with the AFLPA shall make arrangements to enable each Player on the Primary List and the Rookie List of an AFL Club to receive:

- (a) four (4) general admission tickets to be used at any Match at which their Club is competing during the AFL Premiership Season;
- (b) four (4) reserved seat tickets at any Match that their Club is competing in which is a "fully ticketed game" at the MCG or Etihad Stadium during the AFL Premiership Season;
- (c) two (2) reserved seats in the Club enclosure area for AFL Premiership Season Matches they are required to attend. Clubs will use their best endeavours to provide this entitlement in 2012 and guarantee it from 2013. Clubs may request that a player provide it with notice if he is not using his entitlement in a particular week so that the Player's entitlement can be reallocated;
- (d) the right to purchase two (2) tickets at face value for all AFL Finals Series Matches, excluding the Grand Final; and
- (e) two (2) free reserved seat tickets in an area to be agreed between the Parties for AFL Final Series Matches their Club is playing in, together with the right to purchase two (2) additional tickets in accordance with clause 40.1(d) within the Club enclosure.

40.2 Grand Final

- (a) An AFL Player on the Primary List, Long Term Injury List or the Rookie List of an AFL Club, shall be entitled to purchase from the AFL up to two Grand Final tickets at face value. Such tickets shall be deducted from the allocation of the relevant AFL Club.
- (b) In addition to their right to purchase tickets in accordance with clause 40.2(a), AFL Players selected to compete in the Grand Final shall be entitled to a further two Grand Final tickets at no cost. Such tickets shall be deducted from the extra allocation made to the relevant competing AFL Club.
- (c) Players who purchase Grand Final tickets in accordance with this clause shall be entitled to receive their tickets as follows:
 - (i) Players who have played 8 years or more in the AFL Competition will receive tickets via the post; and

- (ii) Players who have played less than 8 years in the AFL Competition will be required to collect their tickets personally the day prior to the Grand Final or on the day.
- (d) All Grand Final tickets must be used in accordance with the *Major Sporting Events Act 2009* (Vic) and any ticket scheme approved under that Act.

40.3 Seating Location

The AFL will use its best endeavours to ensure that all Players required to attend a Match will be provided reserved seating in the Club enclosure area suitably located close to the Club's rooms with necessary security.

40.4 AFLPA Hospitality

The AFL will provide the AFLPA with the following each year of the Term:

- (a) 200 Gold Grand Final tickets to be used in accordance with the *Major Sporting Events Act 2009* (Vic) and any ticket scheme approved under that Act;
- (b) one (1) table of ten (10) at five (5) official AFL Match day functions during the AFL Premiership Season;
- (c) one (1) table of ten (10) at ten (10) Matches during the Premiership Season in the AFL Premiership Club;
- (d) one (1) table of ten (10) at the official AFL function at each Match during the AFL Finals Series at the MCG, excluding the Grand Final;
- (e) ten (10) invites to each Official AFL non-match day function and events;
- (f) the opportunity to purchase a table at the Football Operations function at the Grand Final.

41. Grand Final Travel

Subject to prior approval by the AFL, each AFL Club may meet the cost of airfares and accommodation costs for one person per Player, in addition to the Player, travelling from interstate to the Grand Final. These costs shall not be included in the AFL Club's Total Player Payments.

42. Non – Compliance

- (a) Where an AFL Club has breached a material provision of this Agreement and fails to remedy the breach within seven (7) days of receipt of written notice being given by the AFL or the AFLPA to the AFL Club, such AFL Club shall be liable to sanctions for each week the breach continues.
- (b) The amount of the sanction shall be determined by the AFL and the AFLPA but shall not exceed 50 units (as defined in the AFL Rules) in respect of any one breach, except in the case of a breach of the annual leave provisions set out in item 9 of Schedule C, the sanction for which shall be set out at that item.

43. Grievance Procedure

43.1 Definitions

In this clause 43:

“Chairman” means the chairman of the Grievance Tribunal appointed in accordance with this clause 43.9.

a **“grievance”** means any issue or dispute between:

- (a) a Player and the AFL and/or an AFL Club arising out of or in respect of the employment of a Player or the application, operation or interpretation of the provisions of this Agreement; or
- (b) the AFLPA and the AFL and/or an AFL Club arising out of or in respect of the application, operation or interpretation of the provisions of this Agreement.

“Grievance Tribunal” means the tribunal established under this Agreement.

“Notifier” means the person who notifies a dispute to the Grievance Tribunal.

“Player” for the purposes of this clause means:

- (a) a Player (as defined in sub clause 1.1);
- (b) a person who was on a List of a Club and has raised the grievance (as defined) in accordance with this clause on or before 30 June in the year following the Player’s removal from a List; or
- (c) a person who was on a List of a Club and has made application under item 16.1 of Schedule C, in accordance with the time limit prescribed in that item.

“Respondent” means the person against whom a notification is made to the Grievance Tribunal.

43.2 Resolution of Grievances

- (a) Grievances will, subject to the provisions of this clause, be resolved exclusively in accordance with the procedures set out in this clause. The parties in dealing with a grievance shall at all times use their best endeavours to resolve the grievance as soon as practicable.
- (b) The Grievance Tribunal may extend the time limits referred to under the definition of Player in clause 43.1 if it deems that exceptional and compelling circumstances existed that prevented the Player from complying with the time limits.

43.3 Procedure – Player/AFL Club Grievance

- (a) Where an AFL Player has a grievance with an AFL Club, the Player shall first raise the grievance with the Football Manager of the AFL Club. The Football Manager shall meet with the Player within seven (7) days of the grievance first being raised and the Player shall be entitled to be represented at any relevant meeting by the Player’s Accredited Agent.

- (b) If the matter is not resolved within 14 days of the Player submitting it to the Football Manager of the AFL Club, the grievance shall be referred to the AFLPA and the General Manager/CEO of the AFL Club concerned for further discussion, with such meeting to be held within seven (7) days of the Player referring the grievance to the AFLPA and the General Manager/CEO of the AFL Club. The Player and the Player's Accredited Agent may attend the meeting between the AFLPA and the General Manager/CEO of the AFL Club.
- (c) If the matter in clause 43.3(b) is unable to be resolved at AFL Club level, the matter shall be expeditiously referred to the AFL General Counsel and the Chief Executive Officer of the AFLPA for further discussion. The Player, the Player's Accredited Agent and a representative of the relevant Club may attend the meeting between those two persons, with such meeting to be held within seven (7) days of the referral. The referral of the matter shall be in writing and shall state:
 - (i) the rules, regulations, laws, contracts, codes and/or other rights that are the basis for the claim;
 - (ii) a brief statement of the facts giving rise to the claim; and
 - (iii) the remedy sought.
- (d) By no later than two (2) days prior to the meeting outlined in the clause above, the other party or parties to the dispute shall respond in writing to the allegations set out in the referral.
- (e) If the matter remains unresolved, the grievance may be referred by either the Player or the AFL Club to the Grievance Tribunal for resolution. The AFL General Counsel shall convene a meeting of the Grievance Tribunal as expeditiously as possible but no later than 30 days after the matter has been referred by either party for resolution. The Player and the AFL Club shall be entitled to be represented at the Grievance Tribunal.
- (f) Unless agreed between the parties, if the timeframes set out in this clause are not complied with, and there is no reasonable excuse, then the affected party may, at any stage in the process, immediately refer the grievance to the Grievance Tribunal in accordance with clause 43.7 below. No excuse shall be deemed reasonable where:
 - (i) the AFL Club has taken immediate action to exclude the Player from attending the:
 - (A) AFL Club; or
 - (B) Facilities and services provided by the AFL Club; or
 - (ii) the affected party can demonstrate that it would be prejudiced by the delay and will suffer loss that cannot be remedied by an award of damages.

43.4 Procedure – AFLPA/AFL Club Grievance

- (a) Where a grievance arises between the AFLPA and an AFL Club, the grievance shall be referred to the AFL General Counsel who shall confer with the AFLPA and the AFL Club, with a view to the grievance being resolved. The meeting between the AFLPA, the AFL Club and the AFL General Counsel must take place within seven

(7) days of the grievance being referred to the AFL General Counsel. The referral of the matter shall be in writing and shall state:

- (i) the rules, regulations, laws, contracts, codes and/or other rights that are the basis for the claim;
 - (ii) a brief statement of the facts giving rise to the claim; and
 - (iii) the remedy sought.
- (b) By no later than two (2) days prior to the meeting outlined in the clause above, the other party or parties to the dispute shall respond in writing to the allegations set out in the referral.
- (c) If the matter remains unresolved, either party may refer the grievance to the Grievance Tribunal.
- (d) Unless agreed between the parties, if the timeframes set out in this clause are not complied with and there is no reasonable excuse, then the affected party may, at any stage in the process, immediately refer the grievance to the Grievance Tribunal in accordance with clause 43.7 below. No excuse shall be deemed reasonable where the affected party can demonstrate that it would be prejudiced by a delay and it will suffer loss that cannot be adequately remedied by an award of damages.

43.5 Procedure – AFLPA/AFL Grievance

- (a) Where a grievance arises between the AFLPA and the AFL, the parties shall confer with a view to the grievance being resolved. The meeting between the AFLPA and the AFL must take place within seven (7) days of the grievance being referred by the referring party. The referral of the matter shall be in writing and shall state:
- (i) the rules, regulations, laws, contracts, codes and/or other rights that are the basis for the claim;
 - (ii) a brief statement of the facts giving rise to the claim; and
 - (iii) the remedy sought.
- (b) By no later than two (2) days prior to the meeting outlined in the clause above, the other party or parties to the dispute shall respond in writing to the allegations set out in the referral.
- (c) If the matter remains unresolved, either party may refer the grievance to the Grievance Tribunal.
- (d) Unless agreed between the parties, if the timeframes set out in this clause are not complied with, and there is no reasonable excuse, then the affected party may, at any stage in the process, immediately refer the grievance to the Grievance Tribunal in accordance with clause 43.7 below. No excuse shall be deemed reasonable where the affected party can demonstrate that it would be prejudiced by a delay and it will suffer loss that cannot be adequately remedied by an award of damages.

43.6 Procedure – Player/AFL Grievance

- (a) Where a grievance arises between a Player and the AFL, the Player (or his authorised representative) shall first raise the issue with the AFL General Counsel.
- (b) If the matter is not resolved within 14 days of the grievance being referred to the AFL, then the matter shall be referred to AFLPA and AFL. The Player and the Player's Accredited Agent may attend the meeting between the AFLPA and the AFL, with such meeting to take place within seven (7) days of the grievance being referred to those parties. The referral of the matter shall be in writing and shall state:
 - (i) the rules, regulations, laws, contracts, codes and/or other rights that the grievant alleges were violated;
 - (ii) a brief statement of the facts giving rise to the violation alleged; and
 - (iii) the remedy sought.
- (c) By no later than two (2) days prior to the meeting outlined in the clause above, the other party or parties to the dispute shall reply in writing to the allegations set out in the referral.
- (d) If still unresolved, either party may refer the grievance to the Grievance Tribunal.
- (e) Unless agreed between the parties, if the timeframes set out in this clause are not complied with, and there is no reasonable excuse, then the affected party may, at any stage in the process, immediately refer the grievance to the Grievance Tribunal in accordance with clause 43.7 below. No excuse shall be deemed reasonable where:
 - (i) the AFL has taken immediate action to exclude a Player from:
 - (A) attending his AFL Club;
 - (B) the facilities and services provided by his AFL Club; or
 - (ii) the affected party can demonstrate that it would be prejudiced by the delay and it will suffer loss that cannot be remedied by an award of damages.

43.7 Procedure – Initiating Grievance Tribunal

- (a) Where a grievance has been raised by a Player or the AFLPA and the relevant parties have conferred in accordance with the procedures set out above but have been unable to resolve the grievance, the Player or the AFLPA, as the case maybe, who first raised the grievance with the AFL Club or the AFL, may notwithstanding anything to the contrary in this Agreement, elect to refer the grievance to the Grievance Tribunal and must do so prior to instituting legal proceedings in any Court or tribunal of competent jurisdiction unless the grievance involves a third party who will or may be a party to the legal proceedings in which event it shall not be a pre-condition that the matter be referred to the Grievance Tribunal prior to issuing legal proceedings.
- (b) Where a Player or the AFLPA has, pursuant to clause 43.7(a), resolved to institute proceedings in any court or tribunal of competent jurisdiction, that party shall give

written notice to the AFL and the relevant AFL Club of its election. The notice shall include particulars of the issues, the subject of the grievance.

- (c) Upon the giving of such notice, no proceedings shall be taken or continued in the Grievance Tribunal in respect of the grievance, the subject of the notice.

43.8 Composition

- (a) The Grievance Tribunal shall comprise a panel of three (3) persons nominated by the AFLPA and agreed to by the AFL Clubs [or AFL, as the case may be] and three (3) persons nominated by the AFL Clubs [or AFL as the case may be] and agreed to by the AFLPA. The AFL Clubs/AFL and the AFLPA shall endeavour to select persons with expertise in disciplines and/or laws that are relevant to the matters that may arise between or among the persons to whom this procedure applies.
- (b) Such persons shall comprise the Grievance Tribunal for as long as such persons are willing and able to act.
- (c) In the event of retirement or where a member of the Grievance Tribunal is unwilling to continue to act, the nominating party shall in such case have the right to nominate a further three (3) persons and the other party shall in such case select one (1) person from the nominees, to fill the vacancy created by retirement or unwillingness to act.

43.9 Chairman and Quorum

- (a) The AFL and AFLPA shall mutually appoint a Chairman and Deputy Chairman.
- (b) The Chairman shall preside over all hearings and determinations of the Grievance Tribunal. If the Chairman is unable to act on any one occasion, the Deputy Chairman shall act in his or her stead or if the Deputy Chairman is unable to act, the AFL and AFLPA shall mutually agree to a Chairman for that specific tribunal.
- (c) Three (3) members of the Grievance Tribunal, including the Chairman or Deputy Chairman, shall constitute a hearing panel.

43.10 Secretary

The AFL Administration Manager or his nominee shall be the Secretary of the Grievance Tribunal.

43.11 Conditions Precedent

Subject to clauses 43.3(f), 43.4(d), 43.5(d) and 43.6(e), the Grievance Tribunal must, prior to hearing any matter referred to it for determination, be satisfied that the procedures described in clauses 43.3 to 43.6 have been complied with.

43.12 Notification of dispute

- (a) The Notifier shall prepare a notice to the Grievance Tribunal, the Respondent, the AFL and the AFLPA which includes:
 - (i) a concise written statement of the issues in dispute;

- (ii) full particulars of all facts, circumstances and matters which are relevant to the dispute; and
 - (iii) the remedy sought.
- (b) The Respondent shall within seven (7) days of receiving the notice under clause 43.12(a), provide to the Grievance Tribunal and the party initiating the reference, a summary of any matters which they regard as relevant and which they require the Grievance Tribunal to take into account in determining the matter. A copy of such summary shall be provided to the Notifier, the AFL and the AFLPA.
 - (c) Subject to this clause 43, the Chairman may give any direction to the parties considered appropriate for the efficient conduct of the proceeding.
 - (d) Notwithstanding anything to the contrary in this clause, the Chairman may determine that the dispute will be heard by the Chairman or Deputy Chairman sitting as a single arbitrator provided:
 - (i) the amount in issue is less than \$50,000;
 - (ii) the issues raised are not complex; and
 - (iii) the case is unlikely to set a precedent applicable to other Grievances.
 - (e) If the matter is to be heard by a single arbitrator then clauses 43.13 and 43.14 below shall not apply, and a hearing under clause 43.15 below shall be convened as soon as practicable.
 - (f) If the matter is to be heard by a single arbitrator, then a party cannot be represented by a an advocate with legal training, unless such advocate is an employee of a party, a representative of the AFLPA, the player's parent or guardian, or the player's agent.

43.13 Compulsory Mediation

- (a) After the notification and reply process has been completed the Chairman may appoint a mediator from among the members of the Grievance Tribunal, or any other suitably qualified mediator.
- (b) If the dispute concerns a specialised area, the Chairman shall endeavour to appoint a mediator who has expertise in that specialised area.
- (c) The parties must meet with the mediator as soon as practicable and in good faith to resolve the dispute.
- (d) Each party must be represented at the mediation by a party with authority to make a binding decision and enter into a binding settlement agreement.
- (e) The mediator will notify the Secretary as soon as:
 - (i) the parties have resolved the dispute; or
 - (ii) the mediator has determined that the parties have been unable to resolve the dispute through mediation.

- (f) Absent an agreement by the parties, the mediator shall determine any applicable time limits for such mediation and the terms and conditions upon which such mediation shall take place.

43.14 Convening the Grievance Tribunal

- (a) As soon as practicable after the mediator notifies the Secretary that the parties have been unable to resolve the dispute through mediation, the Secretary shall convene a panel of the Grievance Tribunal.
- (b) The panel shall consist of the Chairman (or, if necessary the Deputy Chairman) and a member of the Grievance Tribunal nominated by the AFL/AFL Club and a member of the Grievance Tribunal nominated by the AFLPA.
- (c) The Secretary must use his best endeavours to appoint a panel with knowledge and expertise relevant to the grievance.
- (d) If a member of the Grievance Tribunal mediated the dispute, that member must not be appointed to the Grievance Tribunal panel hearing the grievance.

43.15 Hearing

- (a) The parties to the dispute and any other person directed by the Grievance Tribunal shall appear before the Tribunal at the place and on the date and time advised by the Secretary. The Secretary shall consult the parties prior to scheduling the hearing and shall endeavour to accommodate reasonable requests regarding the date, time and place of the hearing.
- (b) Each of the parties to a dispute may be represented by an advocate who may be legally qualified.
- (c) Each of the parties appearing before the Grievance Tribunal shall three (3) days prior to the hearing, or at any other time determined by the Chairman, provide to each of the members of the Grievance Tribunal and each other party a written outline of their respective submissions and matters sought to be relied upon at the hearing of the dispute.
- (d) The AFL and AFLPA shall have the right to appear and to be legally represented in any dispute before the Grievance Tribunal.
- (e) The Grievance Tribunal Chairman shall determine the procedure to be adopted before it provided that unless otherwise determined the following procedure shall apply:
 - (i) The rules of evidence shall apply to the extent that the Grievance Tribunal considers them necessary for an orderly and proper hearing of the issues in dispute.
 - (ii) Matters shall be determined by reference to equity, good conscience and the substantial merits of the case without regard to technicalities and legal forms.
 - (iii) The parties or any advocates shall announce their appearance. Advocates shall have the rights given to the party they represent in lieu of that party.

- (iv) The Notifier shall make submissions and call witnesses in support of any matters which they wish to establish.
- (v) Witnesses shall not be present before the Grievance Tribunal until they are called to give evidence.
- (vi) Witnesses may if required by the Grievance Tribunal, give evidence on oath or affirmation or by Affidavit. Witnesses may give evidence by telephone, or any other form of communication approved by the Chairman, if they are unavailable to appear in person.
- (vii) In the case of any witness, when the Applicant has completed examination in chief, the Respondent may cross-examine the witness.
- (viii) Upon completion of cross-examination, the party calling such witness may put any matters to the witness arising out of cross-examination.
- (ix) When the Notifier has completed their case, the Respondent shall then make submissions and call any witnesses in support of any matters they wish to establish.
- (x) The corresponding right of cross-examination and re-examination shall apply.
- (xi) Any member of the Grievance Tribunal may ask any questions of any witness or any party or the advocate of any party at any time throughout the hearing.
- (xii) After the Respondent has completed the calling of any witnesses and submissions, they shall address the Grievance Tribunal by way of summing up.
- (xiii) Following the summing up by the Respondent, the Notifier shall have the right to sum up and make final submissions.
- (xiv) The Grievance Tribunal shall deal with a matter before it as quickly as practicable and shall not adjourn any proceeding except where:
 - (A) the Grievance Tribunal panel believes on reasonable grounds the matter should be adjourned;
 - (B) it determines that a party, who has not been called to provide evidence, should appear before the Grievance Tribunal and give an account of events or provide documents relating to the issues in dispute; or
 - (C) the parties agree.
- (xv) The standard of proof for any fact or matter before the Grievance Tribunal shall be the balance of probabilities.
- (xvi) At the end of the hearing the Grievance Tribunal shall retire to consider its decision.
- (xvii) As soon as practicable the Grievance Tribunal shall announce its finding in respect of the Grievance. The finding shall be in writing, signed by the Chairman and include a statement of the reasons for such finding.

- (xviii) The Grievance Tribunal shall have the power to make any award it deems necessary in accordance with equity, good conscience and the substantial merits of a case without regard to technicalities or legal form, including, but not limited to, the power to:
- (A) make interlocutory or interim decisions, including the power to grant injunctions of any kind;
 - (B) issue declarations;
 - (C) award damages to compensate any party for any loss suffered by that party;
 - (D) order specific performance of a contract including but not limited to a Standard Playing Contract;
 - (E) award interest to any party in respect of any amount awarded to be paid to that party;
 - (F) compel the production before it of any documents or other things;
 - (G) summon any person who is party to this Agreement (including without limitation an officer, employee or agent of a party) or is subject to the AFL Rules, to attend before the Tribunal and give evidence;
 - (H) do all things and make any such orders as may be necessary to ensure the matter before it is dealt with as quickly as practicable; and
 - (I) make such other order of relief that the Tribunal deems appropriate.
- (xix) Each party is to bear its own costs in any proceeding before the Grievance Tribunal provided that the Tribunal may make an order that a party pay all or a specified part of the costs of another party or parties in the proceeding if the first party has:
- (A) failed to comply with an order or direction of the Tribunal or the Procedure without reasonable excuse;
 - (B) vexatiously conducted the proceeding; or
 - (C) initiated a proceeding that has no tenable basis in law or in fact.

43.16 Facilities

- (a) The Secretary shall arrange for a venue for the hearing of any matter before the Grievance Tribunal.
- (b) The Secretary shall arrange for an audio record of any such proceedings which record shall be kept for a period of one (1) week following completion of the hearing unless any party to the dispute requests the record to be kept for a further period in which case the party so requesting shall pay a reasonable fee determined by the Secretary.
- (c) Any party may request a transcript of the record of any hearing. If such request is made, the AFL will arrange for the record to be transcribed and provided to each of the parties to the hearing.

43.17 Further Determination

- (a) Any party requiring a matter to be further considered by the Grievance Tribunal shall make written submissions in relation thereto and lodge such submissions with the Chairman by delivering a copy to the Secretary.
- (b) The Chairman shall have the absolute discretion to determine whether any matter should be re-opened or further evidence heard or obtained and in such case the Grievance Tribunal shall reconsider its findings taking into account such further evidence.

43.18 Determination Final

- (a) Subject to any Grievance being re-opened under clause 43.17 or any party taking proceedings in any court or tribunal of competent jurisdiction as permitted under this clause 43, the determination of the Grievance Tribunal shall be final and binding on the parties.
- (b) The parties must comply with any award or order of the Grievance Tribunal. A failure by a party to comply with an award or order of the Grievance Tribunal will constitute a breach of this Agreement.

44. Medical Records

- (a) Medical records of Players held by an AFL Club or the AFL shall be treated as confidential and such information shall not be released to any other person without the specific consent of the Player, save that the AFL and the AFL Club may provide such information to the AFL solely for the purposes of any applicable AFL Rules and provided that:
 - (i) the AFL Club shall at the same time as providing the medical records, give written notice to the Player setting out particulars of the medical records provided to the AFL and the applicable AFL Rule/s; and
 - (ii) the AFL agrees to treat such information as confidential.
- (b) Notwithstanding the foregoing, where the content of medical records are or are likely to be material to the AFL's insurance policy and the AFL's duty of disclosure to its insurer or there are other valid reasons, the AFL Club may give notice to the AFL that it has such medical records. Where such notice has been given to the AFL, the AFL Club shall at the same time, give written particulars to the Player setting out particulars of the medical records and details of the reasons disclosure of the medical records to the AFL may be necessary.
- (c) The AFL and each AFL Club agree to store all medical records relating to Players in confidential files in a secure area or in a secure electronic file and access to such files and to the secure area shall be strictly limited to authorised persons. Players shall be kept advised as to the location of their medical records and the person or persons who have access to them.
- (d) Each Player authorises and directs the Club Medical Officer to provide a copy of all his medical records (as they relate to his services as a footballer) to his AFL Club and the AFL to be stored and used only in accordance with this Agreement.

- (e) Each Player agrees that, should he consent to a request from an AFL Club for a statement of his football medical history to be provided to that Club for the purposes of researching that Player's fitness for the purposes of the Draft or an exchange during the trading period (**Purpose**) (which statement of football medical history shall be provided by his current Club doctor) then such football medical history must be made available to all other AFL Clubs that request a copy for the Purpose.
- (f) Save where otherwise set out in this Agreement, the AFL and each AFL Club agrees to comply with any applicable privacy and/or health, medical records legislation in relation to storage of, access to and disclosure of medical or health records of each Player.

45. Matters to be Reviewed

The parties agree to review the matters set out in Schedule G, in good faith and in a timely manner and for this purpose, a working party shall be established consisting of representatives of each of the parties.

46. Governing Law

This Agreement shall be construed in accordance with and be governed by the laws of the State of Victoria and the Parties agree to submit themselves to the non-exclusive jurisdiction of the courts of that State and any courts that may hear appeals from that State, in connection with this Agreement.

47. Modification of Rights

Any present or future legislation which operates to vary an obligation or right, power or remedy of a person in connection with this Agreement is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

48. Notices

48.1 Method of Giving Notices

A notice, consent, approval or other communication (**Notice**) under this Agreement must be in writing, signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:

- (a) delivered;
- (b) sent by pre-paid mail; or
- (c) sent electronically by email,

to that person's address

48.2 Time of Receipt

A Notice given to a person in accordance with this clause is treated as having been given and received:

- (a) if delivered, on the day of delivery if delivered before 5.00 pm on a Business Day, otherwise on the next Business Day;

- (b) if sent by pre-paid mail, on the day of actual delivery if delivered before 5.00 pm on a Business Day, otherwise on the next Business Day; and
- (c) if sent electronically by email and confirmation is received from the relevant internet service provider that the transmission was successfully received in full and without error, on the day of transmission if the transmission was completed before 5.00 pm on a Business Day, otherwise on the next Business Day.

48.3 Address for Notices

For the purpose of this clause, a person (**Sender**) may take the address and email address of another person (**Recipient**) to be:

- (a) the address set out in this Agreement; or
- (b) the last address notified by the recipient to the sender.

49. Amendment

This Agreement may only be amended or supplemented by an Agreement in writing signed by the Parties.

50. Waiver

- (a) No variation, modification or waiver of any provision of this Agreement nor consent to any departure by any Party from this Agreement, shall in any event be of any force or effect unless confirmed in writing, signed by the Parties, and then such variation, modification, waiver or consent shall be effective only to the extent to which it may be made or given.
- (b) No failure, delay, relaxation or indulgence on the part of any Party in exercising any power or rights conferred upon such Party in terms of this Agreement shall operate as a waiver of such power or right, nor shall any single or partial exercise of any such power or right preclude any other or future exercise thereof, or the exercise of any other power or right under this Agreement.

51. Severance

If any provision of this Agreement shall be invalid and unenforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions shall be and continue to be valid and enforceable in accordance with their terms.

52. Assignment

Neither Party may assign any of their rights, benefits or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

Executed as an Agreement

SIGNED for and on behalf of **Australian**)
Football League ACN 004 155 211 by its duly)
 authorised representative/agent in the presence)
 of:)

.....
 Signature of witness

.....
 Signature of authorised
 representative/agent

By executing this agreement the
 representative/agent states that he/she has
 received no notice that his/her authority to
 do so has been revoked.

.....
 Name of witness
 (please print)

.....
 Name of authorised representative/agent
 (please print)

SIGNED for and on behalf of **Australian**)
Football League Players' Association)
Incorporated ABN 25 695 729 819 by its duly)
 authorised representative/agent in the presence)
 of:

.....
 Signature of witness

.....
 Signature of authorised
 representative/agent

By executing this agreement the
 representative/agent states that he/she has
 received no notice that his/her authority to
 do so has been revoked.

.....
 Name of witness
 (please print)

.....
 Name of authorised representative/agent
 (please print)

Schedule A – 2015 – 2016 Benefits Calculations

Commercial in Confidence

Schedule B – Total Player Payments and Benefits

1. Total Player Payments

Subject to clause 5, the Total Player Payments for each AFL Club will be as follows:

Year	2012	2013	2014	2015	2016
TPP Limit	\$8,787,000	\$9,139,000	\$9,632,000	\$9,921,000	\$10,219,000

2. Additional Services Agreements (ASA)

Subject to clause 5, the Additional Service Agreements limits for each AFL Club will be as follows:

Year	2012	2013	2014	2015	2016
ASA Limit	\$613,000	\$852,000	\$963,000	\$992,000	\$1,022,000

3. Players Retirement Fund

Subject to clause 5, the AFL will provide the following funding to the Player Retirement Fund to fund the Defined Contribution Scheme and meet part of the unfunded liability each year of the Term, payable by way of 3 instalments in February, May and August each year:

Year	2012	2013	2014	2015	2016
Amount	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000

4. Player Education and Training, Health and Welfare

Subject to clause 5, the AFL will provide the following funding to the AFLPA for use in Player Education and Training, Health and Welfare each year of the Term payable by way of 4 equal quarterly instalments in December, March, June and September each year, unless otherwise agreed:

Year	2012	2013	2014	2015	2016
Programs and Operating	\$3,200,000	\$3,380,000	\$3,490,000	\$3,590,000	\$3,700,000
Licensing Guarantee	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000
Apprenticeship Program	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Past Player Health and Hardship	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000

Schedule C – Minimum Terms and Conditions

1. Base and Senior Match Payments

- (a) An AFL Club shall pay each Player it employs in 2012, 2013, 2014, 2015 and 2016, other than a first year draft choice Player, a second year Player, a Rookie Player or a Player promoted from the Rookie List, a minimum base payment per annum and a minimum Senior Match payment per Senior Match set out in the table below:

Year	Base Payment	Senior Match Payment
2012	\$71,580	\$3,100
2013	\$74,445	\$3,225
2014	\$78,465	\$3,400
2015	\$80,815	\$3,500
2016	\$83,240	\$3,605

- (b) The minimum base payment includes an amount referable to the superannuation contribution payable under the Superannuation Guarantee Charge legislation (calculated on the minimum base payment and Senior Match payments).
- (c) The minimum base payment prescribed above includes payment in respect of the Pre-Season Competition Matches played in the relevant year.
- (d) The minimum base payment and minimum Senior Match payments shall apply to all Players other than those excluded under item 1(a) of this Schedule C whose current contracts provide for lesser amounts.
- (e) A Player who:
- (i) has been delisted from an AFL Club;
 - (ii) has nominated for the AFL Draft; and
 - (iii) has not nominated the amount of Football Payments he seeks,

shall be paid by the AFL Club who selects him the Football Payments agreed to between the AFL Club and the Player, which amount shall be no less than the minimum base payment and minimum Senior Match payment set out in this Schedule C.

2. First Year Players

- (a) An AFL Club shall pay each first year draft choice Player it employs in 2012, 2013, 2014, 2015 and 2016 the base payments and Senior Match payments per Senior Match set out in the following table:

Year	Draft Choice	Base \$	Match \$	Bonus for Senior Matches Played in Current Year				
				Nil	1 - 5	6 - 10	11+	Max Bonus \$

2012	1 st round	63,340	3,100	Nil	2,890	2,890	2,890	8,670
2012	2 nd round	57,570	3,100	Nil	2,890	2,890	2,890	8,670
2012	3 rd round and subsequent choices and pre-season draft	54,570	3,100	Nil	2,890	2,890	2,890	8,670
2013	1 st round	65,875	3,225	Nil	3,005	3,005	3,005	9,015
2013	2 nd round	59,875	3,225	Nil	3,005	3,005	3,005	9,015
2013	3 rd round and subsequent choices and pre-season draft	56,755	3,225	Nil	3,005	3,005	3,005	9,015
2014	1 st Round	69,430	3,400	Nil	3,170	3,170	3,170	9,510
2014	2 nd Round	63,105	3,400	Nil	3,170	3,170	3,170	9,510
2014	3 rd Round and subsequent choices and pre-season draft	59,815	3,400	Nil	3,170	3,170	3,170	9,510
2015	1st Round	71,515	3,500	Nil	3,265	3,265	3,265	9,795
2015	2 nd Round	65,000	3,500	Nil	3,265	3,265	3,265	9,795
2015	3 rd Round and subsequent choices and pre-season draft	61,610	3,500	Nil	3,265	3,265	3,265	9,795
2016	1 st Round	73,660	3,605	Nil	3,360	3,360	3,360	10,080
2016	2 nd Round	66,950	3,605	Nil	3,360	3,360	3,360	10,080
2016	3 rd Round and subsequent choices and pre-season draft	63,460	3,605	Nil	3,360	3,360	3,360	10,080

- (b) The base payment includes an amount referable to the superannuation contribution payable under the Superannuation Guarantee Charge legislation (calculated on the base payment and Senior Match payments).
- (c) The base payments prescribed above include payment in respect of Pre-Season Competition Matches played in the relevant year.

- (d) A first year draft choice Player shall not be entitled to, nor shall an AFL Club, pay a first year Player more than the amounts prescribed by this item 2, other than:
- (i) reasonable relocation expenses and living allowances as set out in item 13 of this Schedule C;
 - (ii) bereavement assistance of up to \$2,000 per Player; and
 - (iii) any incentive bonus a Player receives for finishing in the top ten of the AFL Club's best and fairest award.
- (e) A first year draft choice Player may apply to an arbitrator appointed under the AFL Rules where the Player claims that the provisions of this item 2 operate to unreasonably restrain his trade as a professional footballer and that these provisions should not limit the amounts the Player should be paid. The AFL Rules shall apply to a matter brought before the arbitrator under this provision.
- (f) When a first year Player is first listed by an AFL Club, that Player and the AFL Club shall enter into a playing contract for a minimum term of two years except in the case of a Player who has previously been listed as a Rookie at any AFL Club or where the Player is over 23 years of age by 31 December in the year in which he is selected by a Club.
- (g) First Round Draft Choice players who are selected in the top five (5) draft picks in the National Draft shall receive from the AFL a one off payment of the amount set out opposite the position in the draft the Player was selected:

Pick 1 \$10,000

Pick 2 \$5,000

Pick 3 \$5,000

Pick 4 \$2,500

Pick 5 \$2,500

Players who receive this benefit shall provide such promotional assistance as the AFL may reasonably require in connection with the promotion of the game of Australian football during their first year as a listed AFL player.

3. Second Year Players

- (a) An AFL Club shall pay each Second Year Player it employs in 2012, 2013, 2014, 2015 and 2016 a base payment and a Senior Match payment per Senior Match of the amounts set out in the following tables:

2012 Second Year Player

	Senior Matches Played in Previous Year									
	Nil		1-5		6-10		11-15		16+	
Draft Choice*	Base	Match	Base	Match	Base	Match	Base	Match	Base	Match
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1 ST round	64,630	3,315	67,620	3,425	70,730	3,745	76,930	4,495	83,140	4,495

2 nd round	58,640	3,315	61,420	3,425	64,200	3,745	69,760	4,495	75,330	4,495
3 rd round and subsequent choices and pre-season draft	55,530	3,315	58,210	3,425	60,880	3,745	66,130	4,495	71,580	4,495

2013 Second Year Player

	Senior Matches Played in Previous Year									
	Nil		1-5		6-10		11-15		16+	
	Base	Match	Base	Match	Base	Match	Base	Match	Base	Match
Draft Choice*	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1 st round	67,215	3,450	70,325	3,560	73,560	3,895	80,005	4,675	86,465	4,675
2 nd round	60,985	3,450	63,875	3,560	66,770	3,895	72,550	4,675	78,345	4,675
3 rd round and subsequent choices and pre-season draft	57,750	3,450	60,540	3,560	63,315	3,895	68,775	4,675	74,445	4,675

2014 Second Year Player

	Senior Matches Played in Previous Year									
	Nil		1-5		6-10		11-15		16+	
	Base	Match	Base	Match	Base	Match	Base	Match	Base	Match
Draft Choice*	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1 st round	70,845	3,635	74,120	3,755	77,530	4,105	84,330	4,930	91,135	4,930
2 nd round	64,280	3,635	67,325	3,755	70,375	4,105	76,470	4,930	82,575	4,930
3 rd round and subsequent choices and pre-season draft	60,870	3,635	63,805	3,755	66,735	4,105	72,490	4,930	78,465	4,930

2015 Second Year Player

	Senior Matches Played in Previous Year									
	Nil		1-5		6-10		11-15		16+	
	Base	Match	Base	Match	Base	Match	Base	Match	Base	Match
Draft Choice*	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1 st round	72,970	3,745	76,345	3,865	79,855	4,230	86,855	5,075	93,870	5,075

2 nd round	66,205	3,745	69,345	3,865	72,485	4,230	78,760	5,075	85,050	5,075
3 rd round and subsequent choices and pre-season draft	62,695	3,745	65,720	3,865	68,735	4,230	74,665	5,075	80,815	5,075

2016 Second Year Player

Draft Choice*	Senior Matches Played in Previous Year									
	Nil		1-5		6-10		11-15		16+	
	Base	Match	Base	Match	Base	Match	Base	Match	Base	Match
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1 st round	75,160	3,855	78,635	3,985	82,255	4,355	89,465	5,225	96,685	5,225
2 nd round	68,195	3,855	71,425	3,985	74,660	4,355	81,125	5,225	87,600	5,225
3 rd round and subsequent choices and pre-season draft	64,575	3,855	67,695	3,985	70,800	4,355	76,905	5,225	83,240	5,225

* Refers to draft choice in the previous year.

- (b) The base payment includes an amount referable to the superannuation contribution payable under the Superannuation Guarantee Charge legislation (calculated on the base payment and Senior Match payments).
- (c) The base payments prescribed above include payments in respect of Pre-Season Competition Matches played in the relevant year.
- (d) A Second Year Player shall not be entitled to, nor shall an AFL Club pay a Second Year Player more than the amounts prescribed by this item 3, other than:
 - (i) reasonable relocation expenses as set out in item 13 of this Schedule C;
 - (ii) bereavement assistance of up to \$2,000 per Player; and
 - (iii) any incentive bonus a Player receives for finishing in the top ten of the AFL Club's best and fairest award.
- (e) A Second Year Player may apply to an arbitrator appointed under the AFL Rules where the Player claims that the provisions of this item 3 operate to unreasonably restrain his trade as a professional footballer and that these provisions should not limit the amounts the Player should be paid. The AFL Rules shall apply to a matter brought before the arbitrator under this provision.

4. Rookie Players

- (a) An AFL Club shall pay each Rookie on its Rookie List in 2012, 2013, 2014, 2015 and 2016 a minimum base payment and minimum Senior Match payment per Senior Match of the amount set out in the table below:

Year	Base Payment	Senior Match Payment
2012	\$41,400	\$0
2013	\$49,200	\$0
2014	\$53,825	\$0
2015	\$55,440	\$0
2016	\$57,100	\$0

- (b) Where a Rookie is temporarily promoted to the Primary List of an AFL Club to replace a Long Term Injury List Player, he shall be paid until he is transferred back to the Rookie List or until the last Match played by his Club in the AFL Season, whichever occurs first (in lieu of his Rookie Base Payment), a base payment on a monthly pro-rata basis Senior Match Payment per Senior Match and bonuses for Senior Matches played of the amount set out in the table below:

Year	Base \$	Senior Match \$	Bonus for Senior Matches Played in Current Year				
			Nil	1 - 5	6 - 10	11+	Max Bonus \$
2012	54,570	3,100	Nil	2,890	2,890	2,890	8,670
2013	56,755	3,225	Nil	3,005	3,005	3,005	9,015
2014	59,815	3,400	Nil	3,170	3,170	3,170	9,510
2015	61,610	3,500	Nil	3,265	3,265	3,265	9,795
2016	63,460	3,605	Nil	3,360	3,360	3,360	10,080

- (c) Where a Player's name has been put on the Long Term Injury List of an AFL Club and a Rookie is promoted to the Primary List of the AFL Club, the Rookie cannot be paid less than he would have earned as a Rookie in that year.
- (d) The amount set out above with respect to a Rookie, includes the superannuation contribution as required by the Superannuation Guarantee Charge legislation.
- (e) If the Rookie is contracted to earn less than or equal to a third round draft choice Player for the relevant year, the Rookie shall be paid an additional amount if that Rookie participates in the Pre-Season Competition as follows:

2012	\$2,720
2013	\$2,830
2014	\$2,980
2015	\$3,070
2016	\$3,165

- (f) In the event that a Rookie is promoted or drafted to the Primary List of an AFL Club, the following provisions shall apply:
- (i) if the Rookie has previously been on the Primary List of an AFL Club for any period of time (other than being temporarily promoted under item 4(b) of this Schedule C) or has been temporarily promoted under item 4(b) of this Schedule C in two years or more or nominated under the AFL Rules in two years or more, he shall be paid the base payment and Senior Match Payments as set out under item 1(a) of this Schedule C in the relevant year or pro-rata for periods less than the full AFL Season, provided that he cannot be paid less than he would have earned as a Rookie;
 - (ii) if the Rookie has been temporarily promoted under item 4(b) of this Schedule C in one year or nominated under the AFL Rules for one year, he shall be paid the base payment and Senior Match payments for a third round draft choice, second year player, under item 3(a) of this Schedule C in the relevant year or pro-rata for periods less than the full AFL Season, provided that he cannot be paid less than he would have earned as a Rookie.
 - (iii) save for a Rookie that is drafted by an AFL Club as a first or second round draft choice, for any other Rookie he shall be paid the base payment and Senior Match payments for a third round draft choice first year Player under item 2(a) of this Schedule C in the relevant year or pro-rata for periods less than the full AFL Season, provided that he cannot be paid less than he would have earned as a Rookie.
- (g) Football payments to a Rookie:
- (i) while on the Rookie List; and/or
 - (ii) while on the Primary List to replace a long term injured Player,
- shall not be included in the Total Player Payments of an AFL Club provided that if the Rookie remains on the Primary List when the long term injured Player is reinstated to the Primary List, Football Payments received by the Rookie in respect of the period after the long term injured Player is reinstated ("the date of reinstatement") will be included in the Total Player Payments. Those amounts shall include a monthly pro-rata amount of the base payment calculated from the date of reinstatement and also include all Senior Match payments for Matches played on or after that date.
- (h) Where a Rookie is promoted to the Primary List, other than as a replacement for a long term injured Player, Football Payments received by the Rookie after the date the Rookie is placed on the Primary List shall be included in the Total Player Payments of the AFL Club. These amounts shall include a pro rata amount of the base payment, calculated from the date the Rookie is placed on the Primary List and also includes all Senior Match payments for Matches played on or after that date.
 - (i) For clarification and avoidance of doubt, a Rookie shall not be promoted onto the Primary List of an AFL Club save and except for the purpose of replacing a long term injury list Player as that concept is referred to in the AFL Rules or where an AFL Club demonstrates to the AFL General Counsel that there are exceptional and compelling circumstances that make it harsh and unconscionable for a Rookie not to be promoted onto that AFL Club's Primary List and where to do so would not result in that AFL Club exceeding the maximum number of Players on its Primary List.

- (j) A Rookie may apply to an Arbitrator appointed under the AFL Rules where the Player claims that this item 4 operates to unreasonably restrain his trade as a professional footballer and that this item 4 should not limit the amounts the Rookie should be paid. The AFL Rules shall apply to a matter brought before the Arbitrator under this clause.
- (k) Where a Club includes a Player on its Rookie List and requires that Player to relocate, the Club shall relocate the Player and pay or reimburse all reasonable relocation costs of the Player.
- (l) If a Rookie Player relocates as a result of his inclusion on a Club's Rookie List but he is subsequently not included onto the Club's Primary List before or at the end of his contract of service, then subject to item 4(m) of this Schedule C, the Club shall if requested within two months of the end of his contract of service pay the Rookie Player's reasonable expenses in relocating the Player back to where he lived immediately before his inclusion on the Club's Rookie List.
- (m) A Club is not obliged to pay the relocation expenses under item 4(l) of this Schedule C if the Player is included on the Primary List or Rookie List of another Club, regardless of where that other Club is located or where:
 - (i) the Player has retired;
 - (ii) the Player's contract was terminated as a result of serious misconduct or repeated misconduct by that Player; or
 - (iii) the Player has agreed in writing with his AFL Club to otherwise terminate his contract.
- (n) The relocation expenses payable under items 4(l) and 4(m) of this Schedule C shall be limited to the amounts set out in item 13(a)(ii) of this Schedule C and excluded from the calculation of the Club's Total Player Payments.

5. Times of Payment

- (a) An AFL Player paid in accordance with this Schedule C shall be paid on the dates and in the manner set out below:
 - (i) minimum base payment or base payment (as the case may be) - by twelve (12) equal monthly instalments commencing on 30 November to 31 October the following year;
 - (ii) Senior Match payments (payable if the Player is listed on the official team sheet) - shall be paid by the 15th day of each month for Matches played in the preceding month or such earlier date as agreed between the Player and the AFL Club.
- (b) The AFLPA may raise with the AFL during the term of this Agreement, the implementation of appropriate procedures to ensure timely payment of Player's entitlements under item 5 of this Schedule C.
- (c) An AFL Player shall be paid all bonus and incentive payments by no later than 31 October in the year in which the bonus and/or incentive payments were earned.

6. Reimbursements

- (a) A Club shall reimburse Players the cost of any item that the Club instructs the Player to use but does not adequately provide to the Player, including but not limited to, footwear (boots and running shoes), gloves, compression garments, GPS watches, heart-rate monitors, club uniform, training equipment, IT equipment, supplements, recovery products and bikes.
- (b) For the avoidance of doubt, if a Club provides Players with the item in sufficient quantity and of appropriate quality, the Club will not be required to reimburse a Player if he elects to purchase a substitute for the item provided by the Club.

7. Deductions

A Club shall not be entitled to deduct amounts from a Player's salary unless the deduction is lawful or authorised in writing by the Player and pertains to an item that has been listed as capable of such deduction by the AFL and AFLPA.

8. Player Travel and Accommodation

- (a) AFL and AFL Clubs will use reasonable endeavours to work with the AFL's airline partner to provide upgraded seating, exit row seating or 2 passengers per 3 seats for all 22 selected Players, subject to seat availability.
- (b) For the avoidance of doubt, nothing in item 8 of this Schedule C requires the AFL or AFL Clubs to purchase extra seats above the subsidy levels introduced at the commencement of the 2011 AFL Season.
- (c) If these standards set in 8(a) of this Schedule C have not been substantially achieved on an industry basis within the first 12 months (acting reasonably), the Parties shall review, in good faith, the AFLPA's original claims on this matter.
- (d) AFL agrees to examine charter flight options (including costs and availability) for long-haul flights (with particular focus on enhancing benefits for AFL Clubs that travel more than 5 times during the Premiership Season).

9. Leave – Annual Leave

- (a) Subject to item 9(b) of this Schedule C, Players shall be entitled to the minimum periods of leave of absence from all employment obligations (**Leave**) with their AFL Club, as set out in this item 9.
- (b) The parties will review AFL Club and Player feedback in February 2014 to jointly determine whether any further amendments are necessary.

9.1 Post Season Leave

- (a) A Player shall be entitled to Leave between his Club's Season Conclusion Date and its Recommencement Date (**Post Season Leave**).
- (b) A Club's Season Conclusion Date shall be the Tuesday after the Club's final match of the AFL Season, except that:

- (i) if the Club provides Players days off on the Monday and Tuesday following its final match, then the Season Conclusion Date may be the Wednesday after the final match;
 - (ii) if a Club wins the Grand Final, the Season Conclusion Date may be the Wednesday after the Grand Final;
 - (iii) if a Club used reasonable endeavours to complete individual medical screenings and follow up activities prior to the Season Conclusion Date but was unable to do so, Players may be required to attend for such activities reasonably after the Season Conclusion Date;
 - (iv) Players may be required to attend the Club's Best and Fairest, which shall be scheduled no later than the weekend following the Grand Final.
- (c) In each year, the AFL will determine the Recommencement Date, provided that:
- (i) the Recommencement Date for Clubs that did not participate in weeks 2-4 of the Finals Series shall not be prior to the date determined by the AFL and AFLPA in mid-November;
 - (ii) the Recommencement Date for Clubs that participated in weeks 2-4 of the Finals Series shall not be prior to 1 December;
 - (iii) a Club may require players with four or less years on an AFL Primary List to return for developmental training two weeks prior to its Recommencement Date; and
 - (iv) each Player shall receive a minimum of six weeks Leave prior to the Recommencement Date.

9.2 Other Leave Periods

- (a) Players shall receive two weeks Leave over Christmas and New Year (**Christmas Leave**) and may not be required to resume training prior to 4 January in any year.
- (b) Each Club shall provide Players two breaks of three days each during the period between 4 January and the first match of the Pre-Season Competition. For the avoidance of doubt, Clubs are not required to provide a mid-week day off in a week in which there is a three-day break.
- (c) During the Premiership Season, each Club shall provide Players a break of four days in any week in which the Club is not scheduled to play. For the avoidance of doubt, Clubs are not required to provide a mid-week day off in a week in which there is a four-day break.

9.3 Services, Injured Players and Fitness During Leave

- (a) During Leave, Clubs may contact Players, but such contact:
 - (i) shall be limited to a semi-regular basis;
 - (ii) shall be determined by the welfare and needs of the Player; and
 - (iii) except as otherwise provided in this item 9, shall not require a Player to report on his training or fitness.

- (b) During Leave, Clubs may provide Players with reasonable training guidelines, provided:
 - (i) the training guidelines are approved by the AFL and the AFLPA;
 - (ii) the training guidelines include a period of rest followed by a general pre-conditioning program that provides alternating days of rest and conditioning;
 - (iii) Clubs may not require Players to report about their training or fitness during Leave; and
 - (iv) Clubs may not monitor Players during Leave.
- (c) Clubs may not require or request, either explicitly or implicitly, that Players to use Club facilities during Leave, however Players shall have voluntary access to Club facilities during Leave.
- (d) Clubs shall make medical services available to Players during Leave as required, including by providing Players with a list of relevant medical contacts and assisting Players to obtain access to medical services at the location at which they are spending their Leave.
- (e) The following shall apply to injured Players during Leave:
 - (i) Clubs may provide rehabilitation guidelines to injured Players;
 - (ii) Clubs may place reasonable treatment guidelines and reporting requirements on Players with serious injuries or recovering from surgery; and
 - (iii) a Player and Club may apply to the AFL and the AFLPA to vary the Player's leave arrangement on the basis that it is preferable for the Player to receive substantial leave during the season.

9.4 Return from Post Season Leave

- (a) Players are required to return from Post Season Leave in a reasonable level of fitness, accordingly Clubs may set reasonable and appropriate fitness expectations for individual Players upon return from Leave (**Fitness Standard**).
- (b) The following shall apply to a Player who fails to meet the Fitness Standard upon return from Post Season Leave:
 - (i) Players may be required to undertake additional training prior to Christmas Leave;
 - (ii) if the Player does not meet the Fitness Standard prior to Christmas Leave, the Club and its leadership group may notify the Player, the AFL, and the AFLPA, in writing, that the Player must meet the Fitness Standard upon return from Christmas Leave;
 - (iii) if the Player does not meet the Fitness Standard upon return from Christmas Leave, the Club and its leadership group may apply to the AFL and the AFLPA to sanction the Player 2% of his base salary until he reaches the Fitness Standard.

- (c) The following shall apply during the period between the Recommencement Date and Christmas Leave:
 - (i) Players may not be required to train more than 4 days per week for a maximum of eight hours per day, except that, with the approval of the playing group, the Club may train 3 full days and two half days per week. A half day is a maximum of 4 hours on a weekday or two hours to be completed by 10am on a Saturday; and
 - (ii) a Club and its leadership group, with the prior approval of the AFL and the AFLPA, may be provided flexibility in scheduling around camp programs, provided that Players are compensated with a day off prior to the end of Christmas Leave for each additional day used in connection with the camp program.

9.5 Miscellaneous

- (a) The AFL shall impose sanctions on Clubs that breach the provisions of this clause. The sanction shall be \$50,000 for the first breach, and \$100,000 for the second and each subsequent breach.
- (b) The Leave to which the Players are entitled under this clause includes:
 - (i) long service leave; and
 - (ii) four weeks cumulative annual leave.
- (c) AFL Clubs shall maintain proper leave records for all Players. A Player and the AFLPA shall be entitled on reasonable notice to respectively inspect that Player's and Players' leave records with the AFL Club.
- (d) Players competing in International Rules Matches shall, immediately upon the conclusion of their obligations in such matches, receive a period of leave equal to the period in which they were required to travel, train or play as part of the squad contesting the International Rules Matches in the relevant year.

10. Leave – Break Between Matches

During the AFL Premiership Season and the AFL Finals Series, a Player shall not be required to play a Match until the sixth day after playing his previous Match unless because of the operation of the draw this is not possible, in which case, the AFL shall notify the AFL Clubs affected and seek their approval to any alternative arrangement.

11. Leave – Standard Day Off

- (a) All AFL Clubs must provide Players with a standard day off being a consistent day between Monday – Friday in every week of the year (during the Pre-Season Competition, AFL Premiership Season and AFL Finals Series).
- (b) Each AFL Club must notify all Players by 1 February or such later date as agreed between the Parties each year of the standard day off, provided that in 2012, the relevant date will be later as agreed by the Parties.
- (c) The day off may not be scheduled before a regular game day (unless the Club plays Friday) or on the day of travel and wherever practical shall be the same day-off

provided to all football coaches (including development coaches) and sports science staff.

- (d) The preseason day off nominated must be in addition to Sundays.
- (e) Clubs may vary the scheduling of the day off up to 4 times during the AFL Premiership Season to accommodate unusual fixturing arrangements, unless otherwise approved by the AFL and AFLPA acting reasonably.

12. Leave – Personal/Professional Development

- (a) All AFL Clubs must provide a four (4) hour block per week between Monday and Friday (in addition to the scheduled day off under item 11 of this Schedule C) within Club schedules for a Player's engagement in personal/professional development activities as approved by the AFL Industry Education Committee.
- (b) The Parties acknowledge that the period under item 12(a) above:
 - (i) should be scheduled within times of the day that are regularly within a Club's schedule;
 - (ii) may be scheduled on a travel day (that being if a Player is required at airport at 3pm, 4 hour block can be in the morning);
 - (iii) does not have to be the same time every week;
 - (iv) must be approved by the AFL and AFLPA for each Player. For the avoidance of doubt, a Player is not entitled to this time if they are not undertaking an approved activity.
- (c) The Parties will explore the proposed AFL Player Pathway Program being enshrined as a minimum requirement for Players entering the AFL to receive baseline accredited personal/professional development training and off field direction.

13. Allowances

- (a) Relocation Benefits
 - (i) A First Year Draft Choice Player or Rookie who is required to relocate as a result of inclusion on the List of an AFL Club shall be entitled to the relocation benefits set out in this item.
 - (ii) The relocation benefits shall comprise the following benefits:
 - (A) relocation costs (based on actual costs);
 - (B) Player and parents travel (based on actual costs);
 - (C) reimbursement for the cost of specified assets in setting up living arrangements as a result of being relocated (based on actual costs up to a limit of \$5,900 (including FBT) for 2012, which amount will be adjusted annually by the increase in the CPI); and
 - (D) living allowance based on actual costs up to the following limit, excluding FBT which is to be borne by the AFL Club:

2012	\$8,533
2013	\$8,875
2014	\$9,355
2015	\$9,635
2016	\$9,925

The AFL will from time to time issue bulletins, as approved by the AFLPA, outlining the detailed arrangements governing the provision of allowances.

- (iii) The cost of the provision of relocation benefits provided pursuant to and within limits prescribed by this item 13(a) shall be excluded from the Total Player Payments of an AFL Club provided the costs are considered by the AFL Investigations Manager to be reasonable and bona fide.
- (iv) A Second Year Draft Choice Player who has not extinguished his entitlements under this item 13(a) in his first year may access the balance of his entitlements during his second year.
- (b) A First Year Draft Choice Player or Rookie who is delisted from an AFL Club's List after one or two years of service and returns to the Player's home state or region shall be entitled to be reimbursed for the reasonable removalists costs and economy class air fare/other travel costs for the Player.
- (c) Any such relocation costs reimbursed pursuant to and within the limits prescribed by item 13(b) of this Schedule C shall not be included in the Total Player Payments of the AFL Club provided the costs are considered by the AFL Investigations Manager to be reasonable and bona fide.
- (d) This benefit under item 13(b) of this Schedule C will not apply to a Player:
 - (i) who is recruited by another AFL Club;
 - (ii) who has retired;
 - (iii) whose contract was terminated as a result of serious or repeated misconduct by that Player; or
 - (iv) who has agreed in writing with his AFL Club to otherwise terminate his contract.
- (e) A Player, other than a First Year Draft Choice Player drafted in a National Draft Selection Meeting, who is required to relocate as a result of his inclusion on the List of an AFL Club may be reimbursed for the reasonable removalists costs and economy class air fare/other travel costs for the Player.
- (f) Any such relocation costs reimbursed pursuant to and within the limits prescribed by item 13(a) of this Schedule C shall not be included in the Total Player Payments of the AFL Club provided the costs are considered by the AFL Investigations Manager to be reasonable and bona fide.

- (g) In assessing the reasonableness of the costs incurred, account shall be taken of the circumstances of the relocation including the distance travelled and the assets and personal effects relocated.

14. Hospital and Medical Benefits Insurance

- (a) Each AFL Club shall offer top hospital and medical (including extra care benefits) insurance in respect of each AFL Player contracted with the AFL Club. The cost of the provision of such insurance (which shall include the fringe benefits tax component except for players paid in accordance with item 1,2 or 3 of this Schedule C) shall be at the Player's expense unless the Player and the AFL Club agree otherwise. A Player shall be provided information about the cost of the insurance and shall have two weeks to advise the AFL Club whether he accepts the offer. If a Player refuses the AFL Club's offer of insurance, he must purchase a comparable top-level insurance policy within the two-week period and provide the AFL Club proof of coverage.
- (b) Any player, not being a Player under a playing contract with an AFL Club, who participates in any practice Matches or training arranged by or on behalf of any AFL Club shall be covered, at no cost to such player, for top medical and hospital insurance and disability insurance and loss of wages to the same level as Players are covered in accordance with the terms of this Agreement. The cost of such insurance shall be met by the AFL Club. The relevant AFL Club shall advise each such player in writing of the following:
- (i) the name of the insurer/s;
 - (ii) the level of cover;
 - (iii) the expiry date of the policy;
 - (iv) the name of the contact person at the Club to deal with matters relating to the above insurance.

15. Insurance for Loss of Non-Football Earnings

Any Player in full-time or permanent part-time employment (excluding employment as an AFL footballer and engagement of the Player under Additional Services Agreements) shall be provided, at no cost to the Player, with insurance cover arranged by the AFL. Such insurance shall be for no less than the weekly amounts set out below payable for a minimum period of 2 weeks to a maximum of a year for loss of bona fide non-football earnings arising from injuries suffered in the course of his employment as an AFL footballer including injuries suffered travelling to and from training, Matches and/or other activities authorised by the AFL Club. A Player shall not receive more than the average weekly amount he earned over the previous 12 month period or such lesser representative period as agreed between the AFL and the AFLPA.

Year	Maximum Weekly Amount Payable
2012	\$1,820
2013	\$1,890
2014	\$1,995

2015 \$2,055

2016 \$2,115

16. Injury Payments

16.1 Final Year Injury

(a) Where a Player:

- (i) suffers a Final Year Injury; and
- (ii) makes an application to the AFL for compensation in accordance with this item,

the AFL Club shall pay that Player the following percentage of the Player's contract base payment as at the last year of the Contract:

Player's age as of 31 October in the relevant year	Benefit – % of Final Year Base
Under 25 years of age	200%
Older than 25 years and under 30	150%
30 years of age and over	50%

(b) In this Agreement:

“Final Year Injury”

- (i) means injury or illness which:
 - (A) occurs in the last year of a Player's contract with an AFL Club;
 - (B) occurs in the course of the Player's employment as an AFL footballer, including travelling to and from training, Matches or other activities authorised by the AFL Club; and
 - (C) will prevent or be likely to prevent the Player from ever playing football at senior level in any competition;
- (ii) does not include an injury or illness which:
 - (A) is caused or contributed to by the Player's own negligence; or
 - (B) is part of and principally caused by a Pre-existing Condition or Injury or a de-generation of a Pre-existing Condition or Injury.

“Pre-existing Condition or Injury” means a condition, injury or illness that has existed for more than 24 months.

- (c) An application under item 16.1(a) must be made on or before 30 June following his delisting except where the Player was delisted prior to 31 October 2013 in which case the application must be made within 24 months of the Player's exit medical examination organised by the AFL Club under this Agreement.

- (d) For the purposes of this item 16, the Player, AFL Club, AFLPA, AFL or the relevant insurer may make written submissions to an arbitrator mutually agreed to by the AFL and the AFLPA (**Injury Arbitrator**).
- (e) The Player must inform the Injury Arbitrator of all treating medical practitioners and must provide the Injury Arbitrator with or consent to the Injury Arbitrator being provided with all medical information relating to the Player, and the Player's Club must provide to the Injury Arbitrator all relevant medical information that it holds in relation to the Player.
- (f) The material provided to the Injury Arbitrator shall first be referred to an independent medical practitioner (such practitioner shall be mutually agreed between the AFL, AFLPA and any insurer) to provide a report to the Injury Arbitrator, including, if able to, an opinion as to whether the injury will prevent or be likely to prevent the Player from ever playing football at the senior level in any professional competition.
- (g) After considering the material presented by or on behalf of the Player, AFL Club, AFLPA, AFL and insurer (as applicable) all relevant medical material including the report of the independent medical practitioner and making such other inquiries as deemed necessary or desirable, the Injury Arbitrator shall determine whether in his opinion the injury is a Final Year Injury.
- (h) A Player or Club may appeal a decision of the Injury Arbitrator to the Grievance Tribunal within 21 days of the decision of the Injury Arbitrator.
- (i) A Player agrees that any amount he receives under this item 16 shall be set off against any amount of compensation ordered to be paid by or agreed to be paid by the Club to the Player with respect to the Final Year Injury except for payments or benefits the Player is entitled to under the provisions of this Agreement.
- (j) Any compensation amount a Player receives under any State transport legislation or third party insurance shall be set off against the amount to be paid to a Player under the provisions of this item 16 provided that the compensation amount paid to the Player is directly referable to the Final Year Injury the Player has suffered.
- (k) Unless otherwise agreed between the AFL, AFL Club and the Player, any amount payable to a Player under this item 16 is to be paid:
 - (i) within thirty five (35) days following the expiration of the appeal period under item 16.1(h); or
 - (ii) in the event of an appeal to the Grievance Tribunal, in accordance with any direction of the Grievance Tribunal, or failing any specific direction, within thirty five (35) days of the determination of the Grievance Tribunal.

16.2 Final Year Injury – State League Match

Where a Player is injured in the last year of the Player's contract with an AFL Club and the last match the Player played was in a State Body competition and that Player is delisted at the conclusion of his contract and the injury will, in the opinion of the AFL Medical Director, after consultation with the AFL Club Medical Officer, prevent or be likely to prevent a Player, having regard to his health and safety, from participation in senior football in any competition for any period of not more than two years, the Player shall be entitled to a payment for each Match missed up to a maximum of 30 matches at a rate of \$775 per match.

16.3 Hospital cover during injury

A Player, to whom item 16.1 or 16.2 applies, shall be covered for top Hospital and Medical (including Extra Care Benefits) Insurance for the period the injury continues up to a maximum period of 2 years. The cost of providing such insurance shall be included in the payment referred to in item 16.1 or 16.2 as applicable, however the Fringe Benefit Tax amount shall be borne by the AFL Club.

16.4 Injuries not covered by Items 16.1 or 16.2

- (a) Except where item 16.1 or 16.2 applies, an AFL Player who suffers an injury as a result of which he is unfit to play football in the AFL Competition, which injury is caused:

- (i) by playing football in a Match; or
- (ii) by playing football in a second tier match; or
- (iii) at an official training session; or
- (iv) by attending an official AFL Club function; or
- (v) whilst on official club duties at the direction of the AFL Club,

shall, provided the Player has not caused such injury by his own negligence, be compensated as follows:

- (vi) if injured in the AFL Competition, 100% of Senior Match payments for all Matches missed up to a maximum of 30 Matches provided that:
 - (A) an Exhibition Match shall be treated as a Senior Match for the purposes of this item;
 - (B) if a Player plays the last match of the AFL Season for his club in the AFL Competition and is required by his Club to continue playing in a second tier competition, the Player shall be treated as having been injured in a Senior Match in the AFL Competition;
 - (C) if a Player is required to play in a second tier competition on a weekend when the player's AFL Club is not playing a Match in the AFL Competition and the Player's previous Match was a Senior Match in the AFL Competition, the Player shall be treated as having been injured in a Senior Match in the AFL Competition;
 - (D) if a Player is injured at training or in circumstances described in clauses (iv) or (v) above, and the last Match he played was a Senior Match, the Player shall be treated as having been injured in a Senior Match in the AFL Competition.
- (vii) if injured in a second tier competition, and that Player is on the Primary List of a Club or is an Eligible Rookie, \$775 per match for each match in excess of three matches missed due to the injury, capped at \$8250.

- (b) For the purposes of clarity, the rate for a Match played in the Pre-Season Competition is the same rate as is applicable to a Match played in the AFL Premiership Season.
- (c) The obligation of the AFL Club under this clause shall be subject to and conditional upon the Player using his best endeavours to rehabilitate himself and return to playing fitness as soon as possible. The obligation of the Player shall without limitation, include observing all reasonable directions of the AFL Club in relation to his rehabilitation including diet, exercise, special training and attendance for medical or pharmaceutical treatment.
- (d) Any dispute as to whether an injury was suffered by a Player or is subject to the provisions of this item or whether a Player has used his best endeavours to rehabilitate himself shall be referred to the Grievance Tribunal who may where appropriate appoint an independent medical practitioner to provide an opinion.
- (e) A Player injured in one season and who is subsequently delisted or whose contract is otherwise terminated shall be entitled to the benefits under item 16.4(a)(vi) as if he were not delisted or the contract otherwise terminated provided that the Player:
 - (i) was entitled to the benefit of this provision during the period of his contract;
 - (ii) has, insofar as reasonably practicable, brought the existence of the injury to the attention of the AFL Club prior to the Player being delisted or his contract being otherwise terminated; and
 - (iii) maintains regular consultation with the AFL Club which previously employed him and does not do anything within the period to which he is entitled to the benefits under this item, to prejudice any Hospital or Medical Benefits payments or entitlement to such payments.
- (f) A Player who suffers an injury and who is entitled to the benefits set out in this item shall, in addition to the payments under this item, be paid any difference between the amount recoverable under any claim from the relevant Hospital and Medical Benefits Fund and the amount actually payable for the cost of treatment provided that such treatment was approved by a medical practitioner or other relevantly qualified professional such as a physiotherapist and such treatment was directly referable to the injury.
- (g) The AFL shall ensure that Players who suffer injuries in representative matches organised by or conducted under the auspices of AFL, shall be entitled to injury payments from AFL as if such Player was injured as a Player for his AFL Club in a Senior Match.
- (h) For the purposes of this item 16.4, where a Player is injured whilst playing a Match in a second tier competition within two weeks of returning from an injury suffered in a Match in the AFL Competition, the rate of payment shall be calculated on the applicable Senior Match payment the Player would have been entitled to receive if the injury had been suffered in a Match in the AFL Competition; and
- (i) Notwithstanding anything in the foregoing provisions of this item 16, where a Rookie (other than a Nominated Rookie) is injured in a Match played in the Pre-Season Competition (including a match in the Regional Challenge Series) the rate per Senior Match missed through the injury up to a maximum of 30 matches as follows:

2012	\$660
2013	\$685
2014	\$725
2015	\$745
2016	\$765

For the purposes of this item a Rookie shall be deemed to be eligible for selection to play in a Senior Match.

16.5 Death or Permanent disability

If a Player dies or becomes permanently disabled (as that term is defined in the AFL Insurance Policy) as a result of an injury which occurs in the course of the Player's employment as an AFL footballer, including travelling to and from training, Matches or other activities authorised by the AFL Club, the Player shall be entitled to claim up to \$1 million in accordance with the AFL's Insurance Policy, a copy of which will be provided to the AFLPA annually.

17. Termination Payment

- (a) An AFL Club shall be entitled to apply to the AFL to delete a Player's name from its List and by written notice to the Player in accordance with the Player's Standard Playing Contract, terminate the contract upon the Player being delisted. In such case, the Player's Standard Playing Contract shall be at an end provided that the AFL Club shall pay the Player by way of compensation:
 - (i) the balance of the base payment payable for the year in which the Player was delisted;
 - (ii) Match payments calculated at the rate applicable to the relevant competition (AFL Senior or State Body equivalent) in which the Player last played, for the balance of the year in which the Player was delisted;
 - (iii) where the Player's Standard Playing Contract had one or more further years to run, the base payment for each year following the year in which the Player was delisted; and
 - (iv) where the Player's Standard Playing Contract had one or more further years to run, a further number of Match payments calculated at the rate applicable to the relevant competition in which the Player last played (in total not to exceed 22).

The obligation on the AFL Club to pay further base payments for the years following delisting shall apply only in the case where a delisted Player had one or more years under his Standard Playing Contract to run. In all cases where a Player was delisted in the final year of his Standard Playing Contract, the Player shall be entitled to the balance of the base payment for the year in which he was delisted together with Match payments for Matches played for that year calculated at the rate applicable to the relevant competition (AFL or State Body) in which the Player last played with the AFL Club.

- (b) The payments due to a Player under items 17(a)(iii) and 17(a)(iv) of this Schedule C shall, unless otherwise agreed between the Player and the AFL Club, be paid as follows:
 - (i) a monthly instalment of the base payment on 30th November in the year the Player was delisted;
 - (ii) in the event that the Player is not drafted by another AFL Club in the National or Pre-Season Draft held in the year the Player was delisted:
 - (A) the balance of the base payment due to the Player within seven (7) days of the date of the Pre-Season Draft;
 - (B) the amount (if any) due under item 17(a)(iv), within seven (7) days of the date of the Pre-Season Draft.
- (c) Where a Player is drafted by another AFL Club any outstanding payments due to the Player under items 17(a)(iii) and 17(a)(iv) of this Schedule C shall be dealt with in accordance with the provisions of item 18 of this Schedule C.
- (d) Subject to item 18 of this Schedule C, in the calculation of the payment of termination benefits set out above, no account shall be taken of any further amount or amounts which the Player may receive as a consequence of re-employment by another AFL Club or any other Australian Football club.
- (e) The provisions of this item shall not apply to a Player:
 - (i) who, by his agreement, is involved in a pre-Draft transfer between AFL Clubs which results in a transfer and such Player being listed with the transferee Club;
 - (ii) who has retired;
 - (iii) whose contract was terminated as a result of serious or repeated misconduct by the Player; or
 - (iv) who has agreed in writing with his AFL Club to otherwise terminate his contract.

Nothing in this item 17(e) shall be construed as preventing a Player from negotiating and reaching agreement with an AFL Club on a termination payment from the transferor Club.

18. No Unjust Enrichment

Where an AFL Club employs a Player whose name has been delisted from the List of another AFL Club and where the terms of employment of such Player provide that the average of all payments which the Player would be entitled to earn over the whole of the period of the new contract is:

- (a) the same or greater during the balance of the years in which the Player was delisted by his previous AFL Club or the year following his delisting (if the provisions of items 17(a)(iii) and 17(a)(iv) of this Schedule C apply), no termination payment shall be payable; or

- (b) less during the balance of the years in which the Player was delisted by his previous AFL Club or the year following his delisting, the termination payment payable shall be reduced by the average payments which the Player would be entitled to earn under his new contract for the balance of the years in which the Player was delisted and the year following his delisting (if the provisions of items 17(a)(iii) and 17(a)(iv) of this Schedule C apply).

Accordingly:

- (i) any amount payable by an AFL Club under items 17(a)(iii) and 17(a)(iv) of this Schedule C shall not be payable until 31 March in the year following that in which the Player's name was deleted from the relevant AFL Club's List;
- (ii) any payment by an AFL Club of any amount purportedly in accordance with items 17(a)(iii) and 17(a)(iv) of this Schedule C shall be strictly without prejudice to the rights of the AFL Club under this item 18;
- (iii) an AFL Club shall be entitled to be repaid any amount paid to a Player in excess of a Player's actual entitlement; and
- (iv) where a Player fails, refuses or neglects to repay any amount due to his former AFL Club in accordance with this item, within 7 days of a written demand for such payment, the AFL Club which has re-employed the Player shall pay the amount due to the former AFL Club and the Player's entitlement to payments under his new contract shall be reduced accordingly.

19. International Rules Matches

- (a) Players competing in International Rules Matches shall be paid an allowance per day, in addition to the usual other benefits provided by AFL. Such allowance shall be determined by AFL in consultation with AFLPA and paid by AFL.
- (b) The AFL agrees that where a Player, who is selected in an International Rules or an Indigenous All Stars squad, suffers an injury in circumstances that would otherwise fall within the provisions of item 16 of this Schedule C, if the Player was on the Primary List of an AFL Club and the definition of Match included an International Rules Match or an Indigenous All Stars Match, the Player is deemed to be entitled to the benefits of item 16 of this Schedule C .

20. Medical Examination

- (a) Each AFL Club shall ensure that each Player at the Club is given a medical examination at the end of each AFL Season and upon that Player's retirement or delisting and in either case as soon as possible.
- (b) Each Player agrees to and must attend such medical examination at a time and place advised by the AFL Club.
- (c) The results of each medical examination will be provided both to the AFL Club and the Player and shall identify any further treatment and rehabilitation for any injury identified.
- (d) The AFL Club shall retain a copy of the medical report and shall, upon request, provide a copy to the Player. The AFL Club agrees to keep the records in a secure

and confidential file and to treat all such medical records as confidential information and otherwise comply with the provisions of clause 44.

21. Uncontracted Player

Where an uncontracted listed or recently delisted (at the end of the last AFL Season) Player trains with an AFL Club, the AFL Club shall pay the Player per week for each week the Player trains at the AFL Club no less than the following:

2012	\$680
2013	\$710
2014	\$745
2015	\$765
2016	\$790

If an AFL Club enters into a contract with the Player that covers the period the Player trained with the Club and in respect to which the Player was entitled to receive payments under this item 21, the payments the Player was entitled to may be taken into account in part satisfaction of the amounts due to the Player under the Player's contract. An uncontracted listed Player is entitled to the benefits set out in item 14(b) of this Schedule C.

22. Player Contribution to Camps and Trips

- (a) Subject to item 22(b) of this Schedule C, the AFL or an AFL Club must not request a contribution or require any Player to pay an amount for the costs of travelling to, attending or participating in, interstate or overseas AFL matches (including without limitation exhibition matches), AFL Club training activities or AFL Club camps.
- (b) Item 22(a) shall not apply where:
 - (i) the amounts to be paid by each Player are determined on a proportional basis according to the Players' salary levels; and
 - (ii) no player is required to pay an amount greater than \$2,000 or 5% of his salary, whichever is the lesser; and
 - (iii) the Club has received the agreement of 75% of the listed players at the Club to the proposed financial arrangements, such agreement to be obtained via secret ballot conducted by Club management in conjunction with the AFLPA Club delegate.

23. Premiership and Finals Prize Money

A prize money pool of \$1.1 million (excluding GST) will be distributed by the AFL to the AFL Clubs, which finish in the top 4 in an AFL Season, to be redistributed to Players on the List of that Club in the relevant year on an equitable basis in accordance with guidelines agreed to between the AFL and AFLPA.

Schedule D – List Sizes

For the 2012 AFL Season, the List sizes will be as follows:

2012		Primary List Size	Veterans Nominated Rookies	Rookies	TOTAL
Minimum		38 (including Veterans)		4	
Maximum	No Veterans /Nominated Rookies	38		6	44
	1 Veteran or 1 Nominated Rookie	38	1	5	44
	2 Veterans or 2 Nominated Rookies or 1 of each	38	2	4	44
* Cannot have more than 6 rookies except as set out under AFL Rules where all Clubs may have up to 9 Rookies which would include 3 Scholarship List or International Scholarship Players or in the case of Sydney and Brisbane could also include 3 or more Rookies domiciled in the Sydney and Brisbane metropolitan areas respectively. For the avoidance of doubt, players on scholarships are not otherwise covered by this Agreement.					

For the 2013 – 2016 AFL Seasons, the List sizes will be as follows:

Primary List Size	Category A Rookies	Category B Rookies*	Total Rookies maximum	TOTAL
38 (Minimum)	6	3	9 (Maximum)	47
39	5	3	8	47
40 (Maximum)	4	3	7 (Minimum)	47

- * Category B – includes former NSW or International Scholarship players with that Club, Academy players (only with respect to Sydney Swans, Brisbane Lions, Gold Coast Suns and GWS Giants) International Rookies (including 1 x Irish), Non-Registered or not Played for 3 Years, Sydney and Queensland Based Clubs and Alternate Talent Players.

A Club may list up to six Category A Rookies in proportion to the size of their Primary List and if they have the maximum number of Category A Rookies, a Club may list up to three Category B Rookies.

A Club may list more than three Category B Rookies across all groups noted above, but each additional player will be designated as a Category A Rookie and that Club must forfeit its last available selection at the next Rookie Draft meeting.

Schedule E – Licensing and Commercial Operations Guidelines

1. General Principles

- (a) All Licensing Activities remain centralised through the AFL Consumer Products Department.
- (b) The AFL and the AFLPA will jointly develop, procure and operate Licensing Activities that utilise both AFL and Player intellectual Property from which relevant Players will receive royalties via the AFLPA with respect to Player Intellectual Property used.
- (c) The rights of the Players and the AFL in relation to Licensing Activities and other promotional activities will be recognised under the CBA and the Standard Playing Contract.
- (d) The AFL and the AFLPA acknowledge and agree that it is to the mutual advantage of both Parties that:
 - (i) the Parties work together in a co-operative and constructive manner to maximise the revenues generated from Licensing Activities involving the use of Player Images;
 - (ii) the Parties devote resources reasonably necessary to comply with and achieve the general principles set out in this item 1; and
 - (iii) each Party has a role in establishing, maintaining and improving the commercial relationship with businesses seeking to hold or holding licences to market products involving the use of Player Images.

2. Definitions

For the purposes of these Guidelines, the following words have the meanings set out below:

CBA means the Collective Bargaining Agreement between the AFL and the AFLPA.

Featured Player means the Player who is the predominant or central focus.

Image includes a player's name, photograph, likeness, reputation and identity.

Intellectual Property means in relation to:

- (a) AFL - all playing uniforms (including guernsey designs), on field uniforms, AFL Club logos, AFL Club names, AFL Club caricature logos, club nicknames, all AFL logos, all photographs taken under AFL media accreditation;
- (b) AFLPA and/or Players - all Player images (excluding uniforms), likenesses, signatures, nicknames, reputations.

Licensing Activities means all AFL product sales, sales promotions, advertising and endorsement arrangements conducted by the AFL Consumer Products Department incorporating Intellectual Property.

Player means an AFL Player who is also a member of the AFLPA.

Product means any product which is produced by an AFL Licensee and sold through retail or wholesale channels.

Promotion of the Game means any Player Image use in accordance with clause 28(h) of the CBA.

Team Product means an image with four or more Players combined, whether it be from one complete image or a montage of Players to form one image (from the same or different Clubs), and includes Premiership team product.

3. General Arrangements

- (a) The AFL may use a Player's Image for Licensing Activities provided that the AFL has obtained the approval for each such Licensing Activity in accordance with item 4 below.
- (b) A Player shall not unreasonably refuse to grant approval for the use of his Image in a Licensing Activity.
- (c) For the avoidance of doubt, the promotional activities under clause 26 of the CBA will not be part of the Licensing Activity program.
- (d) A Player may use his own Image for personal promotional activities in accordance with item 8 below.

4. Approvals

4.1 Automatic Player Approval

- (a) A Player is deemed to have given his approval for the use of his Image on the following range of AFL products: trading cards, stickers, static stickers, posters, greeting cards, books, badges, mugs, barware, cups, CDs, DVD's/videos, event and commemorative scarves, t-shirts, tops, caps, figurines, key rings, pins, team based computer games and other products as agreed from time to time.
- (b) Whenever a Player's Image is to be used in accordance with item 4.1(a) above, the AFL shall notify the AFLPA of the intended use, including provision of the artwork/models prior to production. The AFLPA shall notify the Player whose image is used in the product, confirm to the AFL that the Image has been used correctly and that the product is an "automatically approved" product as defined under item 4.1(a).

4.2 Other Approvals

- (a) All approvals to the use of a Player's Image in AFL Licensing Activities will be co-ordinated by the AFL Consumer Products Department and the AFL Brand Coordinator and forwarded to the AFLPA.
- (b) The key contact at the AFL will be the AFL Brand Coordinator who will deal with Player related approvals, payments and communication.
- (c) Approvals for Player Image use in Licensing Activities will be sought via the AFLPA and it will be the AFLPA's responsibility (where necessary) to secure Player consent (save for in situations where existing or potential AFL Licensees have procured the consent of the Player directly to the use of the Player's Image as part of a product

development plan). The AFLPA shall have no more than 5 business days from the date of the request to grant or refuse approval to the use of their Image. Should a response not be received by this time, approval will be deemed to have been given and the AFL shall proceed without further notice.

- (d) A Player cannot unreasonably withhold his approval to the use of his Image in Licensing Activities. Consent will be deemed to have been withheld reasonably where:
 - (i) the Player can demonstrate genuine personal, moral or ethical objection to the proposed use (including without limitation where the Licensing Activity relates to tobacco, drugs or alcohol); or
 - (ii) the use of the Player's Image is, in the reasonable opinion of the Player, detrimental to his reputation or inconsistent with a demonstrable brand strategy implemented on behalf of the Player; or
 - (iii) the use of the Player's Image conflicts with existing personal arrangements that have been documented to the AFLPA; or
 - (iv) where the Player is entitled to a commercial fee for the use of his Image, the fee proposed for such use is, in the Player's reasonable opinion, not a commercially appropriate fee taking into account the market for the product, the commercial rate historically paid for such use of a Player's Image, the reputation and standing of the Player and all other relevant commercial factors.
- (e) Records of all approvals will be kept on file by the AFL for payment.

4.3 Marketing Image

- (a) For the purposes of marketing, advertising and promotional collateral:
 - (i) used or produced by the AFL and AFL Clubs; or
 - (ii) used or produced by AFL corporate partners or AFL Club Sponsors for leveraging sponsorship of the AFL or sponsorship of an AFL Club; or
 - (iii) for AFL Licensees or retailers of AFL licensed commodities to promote AFL licensed commodities

four (4) or more Players in the one match day image equally represented constitutes a "marketing image" and, subject to the "featured player" provision set out below, will not require individual Player approval to be sought nor any commercial payment to be made, instead reverting to the category of "marketing image" (**Marketing Image**).
- (b) Where the AFL seeks approval for the use of the Images of Players to be used in a Licensing Activity that is not a Marketing Image (as defined above), the AFL will seek approval of such use via the AFLPA under the featured player provision.

4.4 Featured Player

The AFL will only be required to secure approval for "featured" Players and not surrounding Players in an Image. A "featured" Player is a Player who is central or significant to the relevant Licensing Activity (**Featured Player**). For the purpose of clarification, the

prominence of all other Players appearing in the image will be considered when determining whether a player is a Featured Player. All uses of Player Image in accordance with this provision are to be forwarded in a timely manner to the AFLPA for notification purposes ahead of such use.

4.5 Video Footage

- (a) For the purposes of use of a Player's Image by the AFL or an AFL corporate partner that is sourced from and used in visual footage (as compared to still images), the consent of a Player will not be required in the following circumstances:
 - (i) when the Player is in the vision and is only incidental to the footage being used; or
 - (ii) when the Player is featured in the vision and the vision is being assembled for a non-commercial purpose (eg. a highlights package for an awards night); or
 - (iii) when the Player is "featured" in the clip and the clip is part of a sequence of footage assembled collectively comprising at least 6 separate clips per 30 seconds (or 3 in 15 seconds and 12 in 60 seconds) of footage containing featured players, and the Player that is featured:
 - (A) is not represented to any greater extent than other featured Players; and
 - (B) does not have an existing personal arrangement which conflicts with the use of the visual footage.

5. Finances

- (a) The AFL Consumer Products Department will pay Players for the use of their Images in accordance with clause 29 of the CBA.
- (b) The AFL will forward the AFLPA forecast amounts for the Licensing Activity in the request for approval form.
- (c) All payments to Players will be managed by the AFLPA.
- (d) Reports to Players will be sent to the AFLPA quarterly for disbursement. The reports shall be provided to the AFLPA within 45 days of the end of the relevant quarter. Disbursement will be made at least annually.
- (e) Payments to the AFLPA under these programs will be paid quarterly.
- (f) The Parties acknowledge that for any Licensing Activity using AFLPA Intellectual Property, the licensee will pay the following royalty with respect to the use of both AFLPA Intellectual Property and AFL Intellectual Property, unless otherwise agreed between the Parties:
 - (i) products incorporating a Marketing Image – 18% of wholesale sales;
 - (ii) products incorporating a Featured Player – 18% of wholesale sales, unless flat fee negotiated;
 - (iii) for Team Product – 15% of wholesale sales;

- (g) For the avoidance of doubt the AFL will only pay for the Featured Player/s and not surrounding Players in an image.
- (h) There will be no payment to Players for any activities defined as Promotion of the Game.

6. Memorabilia

- (a) The AFL, in consultation with the AFLPA, will consider all applications submitted by or on behalf of a Player for an AFL licence to manufacture, sell and/or distribute a Player based memorabilia product (which application must be in the standard form required by the AFL from time to time), provided such application does not pertain to the Brownlow Medal or Grand Final. The AFL will not unreasonably withhold its approval of such applications and will consider the following factors when assessing applications:
 - (i) market demand;
 - (ii) market saturation;
 - (iii) design capabilities;
 - (iv) distribution capabilities;
 - (v) financial (current and historical) stability and company structure; and
 - (vi) previous experience in category.
- (b) The Parties acknowledge that a Player or Associate of a Player cannot undertake to licence, manufacture, sell and/or distribute any Player based memorabilia product, including for the avoidance of doubt participate in the signing and/or sourcing of any memorabilia based item, without the consent of the AFL.

7. Category Management/Market Development

The Parties agree to work collaboratively in attempt to increase the revenues derived from use of Player Image in Licensing Activities. The following framework will govern the cooperation of the parties in this regard.

- (a) Current Licensees/Categories
 - (i) AFL and AFLPA will meet to review licence list and product categories every six (6) months or as otherwise agreed;
 - (ii) AFL/AFLPA identify current licensees/categories which may have opportunities to develop individual Player Image programs;
 - (iii) AFL/AFLPA meet with potential current partners to discuss opportunities;
 - (iv) Licensee submits category plan and forecast if commercially viable;
 - (v) AFLPA negotiates commercial arrangement with Player/manager to utilise Player IP in licensing program;
 - (vi) AFLPA/AFL jointly manage approval process.

(b) New Licensees/Categories

- (i) AFL/AFLPA meet to review product categories on a quarterly basis and establish any potential gaps in the current categories utilising Player Image;
- (ii) AFLPA may present a target category plan at such meetings for review and approval by the AFL, if in the AFL's reasonable opinion the category plan is appropriate;
- (iii) Either Party may search the marketplace for potential partners within an agreed category plan to identify prospective licensees. However, the AFLPA in doing so is not permitted to claim any ownership or right to licence AFL Intellectual Property without the AFL's consent;
- (iv) Prospective licensee submits prospective licensee plan to the AFL and AFLPA (as available from the AFL Consumer products Department) including financial, business plan, sales forecasts, design and manufacturing capabilities;
- (v) The AFL and AFLPA review the application. If the AFL, acting reasonably, believes that the application satisfies all of the application criteria, then the AFL will negotiate the terms of a potential licence with the applicant;
- (vi) AFL will execute a deal memorandum and AFL Commodity Licence and provide a copy of both documents to the AFLPA; and
- (vii) AFL/AFLPA jointly manage approval process.

8. Player Promotions

- (a) A Player may use his own Image for personal promotional activities, provided that those activities do not conflict with AFL Protected Sponsors or AFL Club Protected Sponsors, provided always that those activities are not prejudicial to the game of Australian football.
- (b) Players must comply with this item 8 in relation to their personal promotional activities
- (c) Players shall not use any AFL Intellectual Property in any promotional activity without the consent of the AFL which shall not be unreasonably withheld.
- (d) AFL Club sponsors requesting to use Players for promotional activities must follow these guidelines and the AFL Licensing and Commercial Operations Guidelines in relation to the use of AFL Intellectual Property.
- (e) Players shall not "pass off" their association with their AFL Club or the AFL in their personal promotional activities.
- (f) Players do not need to seek AFL consent for personal promotional activities in accordance with this Agreement where AFL Intellectual Property is not used.
- (g) If a Player seeks consent from the AFL to use AFL Intellectual Property in the Player's personal promotional activities, a written request for consent shall be forwarded to the AFL Brand Coordinator using the AFL online brand approvals system.

- (h) The AFL will negotiate with the Player or their representative a fee to be payable to the AFL. The AFL reserves the right to reject the request.
- (i) Approvals will be required at each stage by all parties. The AFL reserves the right to reject materials submitted.
- (j) Only individuals can be included and there can be no association or branding by any non-AFL player group.
- (k) The association can only be made between the Player and the advertisers and not the AFL, AFL Club or AFL Competition.
- (l) Seven (7) day approvals will apply.
- (m) Payment will be required in advance of media appearance and will be for a defined time. AFL Player uniforms will not be able to be used by companies competing with AFL or AFL Club Protected Sponsors or AFL licensees contributing over \$100,000 per year.
- (n) Consent will need to be received in writing by the AFL and cannot conflict with any AFL or AFL Club Protected Sponsor or AFL licensee.
- (o) Players will assign any copyright they may hold in or in connection with any AFL Licensing Activity or promotional activity to the AFL.
- (p) No airbrushing of uniforms or “dusting” of photographs used in AFL Licensing Activities or promotional activities will be permitted.
- (q) A regular meeting comprising representatives from the AFL, AFLPA and AFL Clubs will be organised to review these guidelines.

9. Player Signature

Notwithstanding item 6 of this Schedule E, the Parties agree that the Memorabilia Signing Guidelines as set out in Annexure B will apply to all Players regarding the signing of Product.

Schedule F – AFL Broadcaster Access Policy

The media rights granted with respect to AFL matches (television, radio and online/mobile) are significant contracts which, via the AFL's annual dividend, provide a substantial financial benefit to each club.

Co-operation by coaches, players and officials with Rights Holders is therefore essential and in the best interests of the competition.

From the commencement of the 2009 home and away season the following arrangements will apply:

1. Access for Television Rights Holders

1.1 Introduction

For each game forming part of the home and away season and the finals series, the host broadcaster for the relevant game (either the Seven Network or Fox Sports), (**AFL Broadcaster**) will be granted access to players and coaches employed by the clubs involved in the relevant game for the purposes of recording interviews to be used in the broadcast of the relevant game and specific AFL magazine style programming only in accordance with this policy. Access will be provided in accordance with the following procedure:

- (a) By midday on the Monday prior to the game (or, if the club is involved in a fixture on a Monday, by midday on the Tuesday), an authorized representative of each club will make contact with the relevant AFL Broadcaster's production staff to agree on player and coach access requirements for that weekend's game, if any.
- (b) Once arrangements between the club and the AFL Broadcaster have been finalised, the AFL Broadcaster will formally notify the AFL broadcasting department of the players and/or coaches to be interviewed during the week and the AFL will keep an accurate record of the same.
- (c) If the AFL Broadcaster is seeking to do a midweek story on one or more players or coaches, the club will make the requested person(s) available for a maximum period of 30 minutes (per person) at a time agreed between the AFL Broadcaster and the relevant parties. In the normal course or in the absence of agreement this will be the period prior to the commencement of, or immediately following, an official club training session conducted on a Tuesday, Wednesday or Thursday during the week. Access to players and coaches for these purposes is to be granted subject to clause 1.2 (in the case of players) and clause 1.5 (in the case of coaches).

1.2 Player Commitments

- (a) Unless otherwise agreed between the player, club and the relevant AFL Broadcaster, the maximum number of midweek interviews which a player may be required to perform under clause 1.1(c) in the course of the season shall be four, or up to six if a player is participating in the AFL Finals Series.
- (b) Notwithstanding the above limits, players may agree to participate in more midweek interviews requested by AFL Broadcasters, where the player decides to do the interview because of the potential benefit to himself, his club, his teammates or the promotion of the game in general.

1.3 Conditions of the Policy

In giving effect to the Policy, the following conditions will apply to players:

- (a) once a player has performed 3 interviews under clause 1.1(c) of this policy he shall be given credit for one of the six half day AFL player appearances he is obliged to perform each year under the terms of the 2007 – 2011 CBA;
- (b) unless otherwise agreed by the player, a player may not be requested to perform interviews under clause 1.1(c) of this policy on consecutive weeks (noting that this is not applicable for the Finals Series); and
- (c) unless otherwise agreed by the player, a player must be given at least 24 hours' notice of a request to provide an interview in accordance with clause 1.1(c) of this policy.

1.4 Exceptional Circumstances Exemption

The application of the Policy will take into consideration that exceptional circumstances may exist where a Player will not be able to fulfil a midweek interview request from the AFL Broadcaster.

- (a) A club on behalf of a player may apply to AFL for consideration by the AFL to waive his obligation to fulfil a midweek interview request. In making its decision the AFL will give consideration to the following exceptional circumstances:
 - (i) where a player is enduring exceptional personal circumstances at the time (such as illness, serious injury or bereavement);
 - (ii) where personal issues of the player or off-field conduct have been the subject of substantial news coverage within the fortnight immediately preceding the request; or
 - (iii) other matters deemed relevant by the AFL and AFLPA.
- (b) any dispute as to whether a player ought be excused from a midweek interview on the basis of any of the limited exceptional circumstances detailed above will be resolved via good faith consultation between the AFL and the AFLPA.

1.5 Coach Commitments

- (a) Unless otherwise agreed between the coach, club and the relevant AFL Broadcaster, the maximum number of midweek interviews which a coach may be required to perform under clause 1.1(c) in the course of the home and away season shall be six, being two for each AFL Broadcaster.
- (b) The timing of coach midweek interviews under this policy shall be made by mutual agreement between AFL Broadcasters and club media managers (on behalf of coaches).

1.6 General

- (a) Nothing in this policy limits or replaces the normal media commitments required of AFL players and coaches, or normal access/interview arrangements with AFL Broadcasters.

- (b) The interviews are for the purposes of enhancing the broadcast of AFL Matches by previewing that week's games and AFL Broadcasters will not be permitted to use the interviews or parts thereof in news services or other programming. However, AFL Broadcasters may use up to 4 minutes in total of player interviews within approved football 'magazine' programming (eg Fox Sports' "Teams" program) for the purpose of previewing or reviewing a match that AFL Broadcaster is hosting or hosted in that week.

2. Post-Match Access Arrangements

2.1 Process

- (a) For each game forming part of the NAB Cup, premiership season or finals series:
 - (i) the AFL Broadcaster for the relevant game (either the Seven Network or Fox Sports), official AFL radio rights holders, official AFL and Club website representatives and accredited media will be given access to the dressing rooms from the completion of the game for the purposes of conducting post match interviews with such players and/or coaches as are requested.
 - (ii) Clubs must make players available no later than 15 minutes after the conclusion of the match.
- (b) For the avoidance of doubt, access granted to rights holders during this period will be non-exclusive but:
 - (i) AFL Broadcasters will have 'first call' on player or coach post match interviews and official radio and website rights holders will have 'second call' on player or coach post match interviews;
 - (ii) during the 30 minute period commencing at the conclusion of the match, no cameras other than those belonging to the AFL Broadcaster may be allowed in the change rooms; and
 - (iii) non-rights holding television broadcasters shall have access to AFL venues on match days from 30 minutes following the completion of each match for the sole purpose of covering the official post match media conferences.

2.2 Pre Match Access Arrangements

Prior to each game forming part of the NAB Cup, premiership season or finals series, the AFL Broadcaster for the relevant game (either the Seven Network or Fox Sports) will be given access to the dressing rooms under supervision and in conjunction with the AFL for the purposes of collecting vision for use within its broadcast of the relevant game.

2.3 Specific Match Day Provisions

- (a) Clubs acknowledge that host broadcasters have exclusive access (as against all other audio visual operators – including club commissioned or club audio visual operators) to the player dressing rooms and all other parts of an AFL venue on match days from the period commencing 120 minutes prior to the commencement of the match and concluding 30 minutes after the final siren.
- (b) No club may make or authorise the making of any audio visual recording during this period, whether in or outside the change rooms, in the race, in the coaches box, on

the ground or anywhere else in the venue without obtaining the prior written consent of the relevant host broadcaster and the AFL.

- (c) For the avoidance of doubt:
 - (i) The restrictions on audio visual recordings set out above extend to use in all media, including without limitation use or publication on official club websites, at club functions, in DVDs or other fixed media; and
 - (ii) nothing in this policy restricts authorised representatives of official Club or AFL websites from making audio visual recordings of:
 - (A) post match press conferences; or
 - (B) player and coach interviews outside the designated exclusive match day window above.

2.4 Sanctions

The sanction to apply to failure to comply with the provisions outlined in this clause 2 shall be 10 penalty units.

Schedule G – Matters for Review

The parties have agreed:

- (a) to commit to conducting a joint review into the economics of AFL Player payments and in particular the operation of AFL Rule 28.2. Such joint review shall commence no later than 31 July 2012 and will conclude no later than 31 December 2013 or such later date as agreed between the Parties.
- (b) to conduct a review of the disciplinary processes players are subjected to including but not limited to the AFL Rules and the Code of Conduct to promote fair and consistent processes across the competition. The parties will use their best endeavours to reach an agreement on these matters and shall conclude the review no later than 31 December 2013 or such later date as agreed between the Parties.

Schedule H – Guidelines for Additional Services Agreements

- (a) A Player may contract with an AFL Club and/or Sponsor of an AFL Club to derive payments as a direct result of bona fide marketing by that Player in accordance with the Guidelines agreed between the AFL and AFLPA for the AFL Club and/or Sponsor of an AFL Club. Such payments shall be in addition to and separate from payments made to the Player for performance of service as a professional footballer and not taken into account in calculating Total Player Payments.
- (b) Player marketing contracts may include arrangements of the types set out below:

Type 1

Player enters into an agreement directly with a sponsor of the Player's AFL Club for marketing work:

eg. A Hawthorn Player contracts with a Club Protected Partner to be paid \$15,000 for promoting that Sponsor.

Type 2

Player enters into an agreement with his AFL Club to promote sponsors of the AFL Club and to promote the AFL Club itself:

eg. A Collingwood Player contracts with Collingwood to be paid \$40,000 for marketing Emirates, and other Club Sponsors exclusively for the club.

Type 3

Player licenses the right to use his name, image and likeness to a related entity (as defined in the AFL Rules). The related entity contracts with the Player's AFL Club or sponsors of the AFL Club for endorsements and promotions. The related entity employs the Player.

- (c) Such marketing contracts must be:
 - (i) in writing;
 - (ii) bona fide commercially based arrangements; and
 - (iii) lodged with the AFL within 28 days of the date of the signing of the contract by the parties.

Annexure A – AFL Financial Forecast Profit and Loss

Commercial in Confidence

Annexure B – Memorabilia Signing Guidelines

AFL Players are asked to sign product at training, in airports, in their Club, by family and friends and by the AFL Licensing Program.

The commercial value in a player's signature is based on a balance between supply and demand, so supply needs to be controlled.

The intent of these guidelines is not to alienate the true football supporter looking to engage with his or her favourite players, nor to restrict the players' ability to personalise products during appearances or Club family days.

They are designed to protect the commercial value in the players' signatures, to support the commercial terms within the CBA and to restrict the ability of third parties to profit from the goodwill of Players and their Clubs and to protect the consumer from being sold items that may not be authentic player signed.

1. Guiding Principles

- (a) Autograph requirements/requests fall into four basic categories:
 - (i) The Fan – At training, airports, social settings.
 - (ii) The Club – For marketing, charity and family day needs.
 - (iii) The Players – To satisfy personal charity and community needs.
 - (iv) The AFL Licensing Program – For commercial sale.
- (b) The AFL and AFLPA have entered into a shared intellectual property/revenue agreement within the CBA that benefits and binds all Players and Clubs to these Player Signing Guidelines.
- (c) The Players are subject to sanctions if the guidelines are breached.
- (d) The Clubs are subject to sanctions if the guidelines are breached.
- (e) AFL Licensees are subject to sanctions within their licensing agreements for any breach to the guidelines.
- (f) Clubs are working to reduce the amount of product signed for marketing and charity purposes, most are now choosing to use sublimated jumpers with printed names and signatures as an alternative, which are not considered memorabilia and do not require certification.
- (g) Each Club Commercial Operations or Consumer Manager should appoint an Autograph Manager and a Player Representative within the Club to be responsible for all aspects of the Player Signing Guidelines.
- (h) The guidelines apply to AFL and/or Club apparel (including guernseys, t-shirts, singlets, shorts, caps), footballs, framed photographs, prints and other team/player based products that use AFL/Club intellectual property.

2. Signature Differentiation/Definitions

To protect the equity in their signature and to manage over-supply, it is recommended that players develop different signatures for different market applications.

2.1 Fan Autograph

The Fan Autograph should be the player's first initial and surname with playing number. Where possible the product should be personalised.

Billy.
GO TIGES!



2.2 Player Signature

The Player Signature should be for commercial use. The signature should be the player's full first name, surname and playing number.



3. Fan Autograph

The Fan Autograph should be used for the following:

3.1 The Club

- (a) No payment to players.
- (b) For marketing, charity, family day/fan signing purposes

3.2 The Fan

- (a) No payment to players.
- (b) For marketing, charity, family day/fan signing purposes

3.3 The Player

- (a) No payment to players.

- (b) For personal use, charities, schools or at appearances

4. Player Signature

The Player Signature should be reserved solely for the AFL Licensing Program. The Player is paid for signature.

5. Categories of Club Memorabilia – Fan Autograph

5.1 Corporate Items

- (a) For Sponsors/Promotional Purposes
- (b) The signing sessions will be supported by consent forms and the product will include an AFLPA Corporate Certificate.
- (c) This includes signed memorabilia provided at no cost to Club sponsors, supporters, or otherwise used to promote the club and or its commercial partners. For instance, an item given to the Director of Toyota in recognition of the sponsorship or a prize awarded in a consumer promotion.
- (d) Players collectively, or as part of the leadership group may be required to sign up to 300 items in 2014 and beyond.
- (e) Players don't receive any payment for these items
- (f) It is the Club's responsibility to ensure all departments are aware of this requirement
- (g) These items cannot be sold at retail
- (h) Fan Autograph used

5.2 Charity Items

- (a) Donated to Charity / Community Groups
- (b) The signing sessions will be supported by consent forms and the product will include an AFLPA Charity Certificate. These products are also made available to players for their Charity needs.
- (c) This includes signed memorabilia donated by the Club to charities, schools, local clubs, and/or other such not for profit organisations for no fee. For instance, an item donated, at no cost, to a charity for a raffle.
- (d) Players collectively may be required to sign up to 500 items in 2014 and beyond.
- (e) Players don't receive any payment for these items
- (f) These items cannot be sold at retail
- (g) Fan Autograph used

6. Categories of Player Memorabilia – Fan Autograph

6.1 Team-Signed Products

- (a) When players are requested directly to secure team-signed products
- (b) Players must contact the Club Autograph Manager and arrange to obtain a Club product that has been signed and authenticated, or sublimated as part of the Club Charity allocation.
- (c) The player should expect to pay the cost price of the item from the club, that being the cost of the actual jumper or ball.
- (d) Players will be restricted to 10 such items per season, or while stock lasts.
- (e) Players must only **use their Fan Autograph on the product.**

Example of Team-Signed Product:



6.2 Personal Items

- (a) When players are supplied with jumpers or personal items to be signed by the team for Charity, an example being a pink branded football supplied to raise money for breast cancer
- (b) The player is to deposit the item with the Club Autograph Manager who will arrange monthly signing sessions with the Club Leadership Group for these items and where possible they should be personalised to the charity.
- (c) Players will be restricted to 10 such items per season.
- (d) Players must only **use their Fan Autograph on the product.**

Example of Personal Charity Product:



6.3 Appearances

- (a) When players appear at events, family days, or corporate functions and are asked to sign product
- (b) Players should attempt to personalise the signed item
- (c) Players must only use their Fan Autograph on the product.

7. Club Signing Sessions

As soon as possible after club lists have been lodged and finalised each season, but no later than the second Monday of January, each Club Leadership Group shall meet with the Club's senior Commercial/Consumer Manager. The Autograph Manager needs to confirm the schedule of signing sessions to take place throughout the year, as follows;

- (a) At each Signing Session each player may only sign for a period of no more than 2 hours at a time.
- (b) Proposed Signing Session **schedule for the year must include:**
 - (i) One Signing Session between New Year's Day and the start of the season;
 - (ii) One Signing Session during the home and away season; and
 - (iii) A third if required for a special marketing initiative, if agreed by the AFLPA/AFL.
- (c) All items for Club Corporate and Charity purposes must be signed during the scheduled signing sessions.
- (d) If a player is unable to attend a scheduled signing session, he will be required to sign those items on an alternate date.

8. AFL Licensing Program

- (a) AFL Licensing Program includes signed memorabilia using Player Signature that is offered for sale by the Club or any other retail method other than through Club Auctions.
- (b) Players will receive a minimum per item signing fee of:
 - (i) \$5.00 per player for items signed by more than 22 players; or less, or in kind, as negotiated and agreed by the playing group.
 - (ii) \$10.00 per player for items signed by more than 4 and fewer than 22 players;
 - (iii) Where the product is signed by 4 or less, the signing fee shall be negotiated with the individual players (minimum of \$10.00 per signature); and

- (iv) Where the product is signed by a single player the signing fee shall be negotiated (minimum of \$20.00 per signature).
- (c) All products in the AFL Licensing program will incorporate the Player Signature.

9. Club Auction Items

- (a) Players may be requested to sign match used player or team based product that are taken to auction by the Clubs.
- (b) The product sold needs to be licensed and authenticated as per the process for the AFL Licensing Program.
- (c) The royalty rate will be 9% of the retail price secured at auction.
- (d) The signing fee paid to the player will be based on a profit share with the club after cost of goods and royalties are paid, as follows:
 - (i) 65% to the Club and 35% to the player or players on team based programs, example Anzac Day Jumpers.
 - (ii) 65% to the player and 35% to the Club on milestone items or individual awards won during a major event like the Grand Final.
 - (iii) or a commercial fee negotiated by the club and the players, which could be one of the completed products as in kind payment.
- (e) If the Club is donating its profit on the auction items to a Charity, eg RSL for Anzac Day, the players may be asked to do the same but are not obligated to donate their profit.

10. Premiership Team Arrangements

When the final four teams have been identified:

- (a) The AFL, AFL Players' Association, AFL Players' Association Delegate, Team Captain, Autograph Manager, Club Merchandise Manager and a representative from the AFL Licensee will meet and discuss the product range, time commitments and financial modelling and the in kind product the player will receive.
- (b) The Player Delegate, in conjunction with the club leadership group will then conduct a short information session with their playing group and coach. At this session, the players must be informed that;
 - (i) There is only one AFL Licensed Memorabilia program for Grand Final product;
 - (ii) In line with the principles of the Collective Bargaining Agreement (CBA) and the AFL Commercial Operations Guidelines, the players are only authorised to sign memorabilia intended for commercial sale that is official AFL memorabilia;
 - (iii) The players will be asked to sign a declaration at the signing session that they have not and will not sign any non-licensed memorabilia intended for commercial sale commemorating the Grand Final; and

- (iv) Once a winning team is identified the Football Manager, Autograph Manager and Club AFL Players' Association Delegate will be asked to organise the 22 Premiership players and Coach for a 2-hour signing session on the Wednesday or Thursday immediately following the AFL Grand Final. The signing will take each player no more than 45 minutes.

11. Certification of Authenticity

- (a) Each memorabilia item to be signed by players in accordance with these guidelines shall be accompanied by an AFLPA authenticity declaration form and signed in the presence of an AFLPA representative.
- (b) The form will identify the purpose of the signing session; AFL Licensing Program, Corporate, Charity, Player or Fan.
- (c) A player must not sign any item that he believes is for the purpose of sale, via retail or auction if it is not accompanied by an AFLPA declaration form.

Example of AFLPA Declaration Form

AFL Players' Association
Authenticated Declaration Form



PLAYER

Date	8 June, 2013
Memorabilia Program	Naitanuian Man Player Impact Jumper
Program Quantity	Naitanuian Man x 100 Player Impact Jumper x 60
Athlete	Nic Naitanui
Team representing	West Coast Eagles
Location	Parkview, St Kilda Road (4pm)
Licensee	ESP
Licensee Authenticator	Brooke Clarke
AFL Players' Association Authenticator	Heath Evans
Quantity Signed	Naitanuian Man x 100 Player Impact Jumper x 60
Spares Signed	

.....
Signature of Athlete – *Nic Naitanui*

.....
Signature of Licensee Authenticator – *Brooke Clarke*

.....
Signature of AFL Players' Association Authenticator – *Heath Evans*

- (d) AFL Clubs will be issued with the number of requested Charity and Corporate certificates as close to January 1 as possible for each individual club, it will be the AFL and AFLPA's responsibility to contact each club and arrange these at the start of each year.

Club Corporate and Charity COAs:



12. Reporting & Payment

- (a) Each Clubs' Autograph Manager will record the type of product signed for corporate, charity and player needs and the volumes of each product and reconcile with the volume of certificates provided by the end of each Premiership Season. The report shall be in the form determined by the AFLPA and AFL.
- (b) The AFL Licensee will negotiate with players or their appointed managers, a signing fee in accordance with these guidelines and make the signing fee payment to their nominated accounts within 30 days of the month of securing the signatures.
- (c) In the case of team signed products, if the playing group negotiates a special fee and decides to have it paid as a lump sum amount to the team rather than via the individual players, the invoice will be raised by the AFLPA and compensation made to the playing list as agreed between the players and the AFLPA.
- (d) Royalties on player related products will be paid via the AFL Licensing Program and the AFLPA will distribute to players the amounts paid along with the players' annual royalty payments received in accordance with the CBA.
- (e) The amounts paid to players via the Licensee or AFLPA in accordance with these guidelines will not be included in a club's TPP and will be in addition to payments otherwise required to be made to players or the AFLPA under the CBA or individual player contracts
- (f) Any AFL Club intending to exceed the maximum number of items to be signed by players in a particular category must receive the AFLPA's written consent prior to doing so.

Annexure C – Club Football Expenditure/Player Payments

Club Football Expenditure:

- Recruitment & List Management
 - Airfares & Accommodation
 - Remuneration
- Fitness & Conditioning
 - Equipment
 - Medical Expenses
 - Remuneration - Fitness Staff
 - Remuneration - Medical Staff
 - Training Sessions - Outside Venues
- Team
 - Airfares & Accommodation
 - Apparel & Clothing
 - Depreciation/Amortisation - Football Equipment
 - Remuneration - Coaching Staff
 - Finals Related - Coaches Bonuses
 - Remuneration - Other Football Staff
 - Remuneration - Player Welfare
 - TAC Cup Levy
 - Team Maintenance
 - Transfer Fees
 - VFL/2nd Team Expenses
 - Video/Stats/IT Expenses

For the avoidance of doubt, remuneration includes payroll tax.

The Parties acknowledge that the AFLPA reserves its right to seek to include further new club football expenditure items that have a material impact on Club Football Expenditure.

Club Player Payments

- Football Payments, including base, match, incentive, bonuses, etc payments
- Finals related - Finals Match Payments
- ASA payments
- Employment Agreements
- Rookie payments
- Finals Related - Players Home & Away and Finals Prize money share
- Finals Related - Players Bonus
- Payroll Tax