

AFLW Collective Bargaining Agreement

2019 - 2022

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 AFLW.
- B. AFL, as the controlling body, has the power to bind the Clubs to this Agreement.
- C. AFLPA is the representative body of Players participating in the AFLW. AFLPA has the authority to bind to this Agreement AFLPA members who are Players participating in the AFLW. The Players agree to the terms of, and are bound to, this Agreement by virtue of each Player entering into a Standard Playing Contract.
- D. AFL entered into an agreement with each Player and their applicable Club in respect of the 2019 AFLW Season, known as the Standard Playing Contract.
- E. The parties have signed a Heads of Agreement dated 14 November 2018, agreeing that certain matters would be included in a Collective Bargaining Agreement between the parties.
- F. The parties have negotiated the terms of an AFL/AFLPA Collective Bargaining Agreement on the terms and conditions set out herein.
- 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:

Access Period means the seasonal period of employment set out in a Standard Playing Contract for a Player who is contracted for more than one AFLW Season.

Accommodation Guidelines means the guidelines at Schedule F, as agreed between the AFL and the AFLPA for the provision of accommodation to Players in certain circumstances.

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.

AFL means the Australian Football League ACN 004 155 211.

AFL Anti-Doping Code means the Australian Football Anti-Doping Code as amended by AFL from time to time.

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

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 Intellectual Property means all registered and unregistered trade marks 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 Activities means Licensing Activities conducted by the AFL Consumer Products Department or a Licensee which incorporate Intellectual Property.

AFL Men's means the premier men's Australian Football competition conducted by the AFL currently known as the "AFL".

AFL Men's CBA means the 2017 – 2022 Collective Bargaining Agreement between the AFL and the AFLPA in respect of the AFL Men's.

AFL Players' Injury and Hardship Fund means the Injury Fund created pursuant to clause 41 of the AFL Men's CBA.

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 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.

AFLPA means the Australian Football League Players' Association ABN 25 695 729 819.

AFLW means the premier women's Australian Football competition conducted by the AFL currently known as the Australian Football League Women's competition or "AFLW".

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

AFLW Commercial Operations Guidelines means the guidelines determined by AFL to regulate the commercial operations of the AFLW as amended by AFL from time to time.

AFLW Competition Rules means the competition rules in respect of the AFLW as determined by the AFL from time to time.

AFLW Event means any event, other than a Match, conducted under the auspices of, and approved by, the AFL in connection with the AFLW.

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

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

AFLW Home and Away Season means the series of Matches played at the conclusion of the Pre-Season and prior to the AFLW Finals Series and for which premierships points are awarded or any like successor competition howsoever titled.

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

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

AFLW Season means the period from the date of the first Match of the AFLW Competition which for the purposes of this Agreement shall include the AFLW Home and Away Season to the date of the Grand Final of the AFLW Finals Series.

AFLW Team means the team which the Club is licensed to field in the AFLW.

Agreement means this agreement together with any annexures and schedules.

Approved Sponsor Promotion means promotion by AFL sponsors, AFLW Sponsors or Club Sponsors of:

- (a) AFL, the AFLW or Club;
- (b) sponsored AFL, AFLW or Club programs and properties including publication and promotion of sponsored awards (e.g. Rising Star);
- (c) AFL Men's Matches and events; or
- (d) Matches and AFLW Events,

and the dominant purpose of the promotion is not the promotion of goods and services of an AFL sponsor, AFLW Sponsor or Club Sponsor.

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 game played in accordance with the Laws of Australian Football.

Authorised Broadcaster means any persons authorised by AFL to broadcast, transmit, record and/or communicate the Matches or AFLW Events.

Broadcaster Access Policy means the policy that governs Club and Player commitments to Authorised Broadcasters as amended by AFL from time to time in consultation with the AFLPA.

Club means an AFL club licensed by the AFL to field a team in the AFLW.

Club Doctor means the medical practitioner appointed by Club as its doctor.

Club Health Care Provider means a Health Care Provider employed or engaged by the Club.

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

Club Rules means the rules, regulations, by-laws, and policies of, or approved or adopted by, the Club and any determinations of the board of directors of the Club, as amended from time to time.

Club Session means Club or AFL sessions including without limitation training, skills, video sessions, strength and conditioning, mandatory preparation, recovery, Club medical consultations, Club meetings, Club inductions, outductions, education and development sessions and events as required by the Club or AFL in accordance this Agreement, with the exception of Matches, Appearances, voluntary Club or AFL sessions (whether or not such sessions occur using Club facilities) and Voluntary Use of Club Facilities.

Club Sponsors means a sponsor of the Club as advised by the Club from time to time.

Draft has the same meaning as described in the AFLW Competition Rules.

Employment Agreement means an agreement between a Player and the AFL, a Club or an Associate of a Club to perform duties that are outside the scope of the CBA as provided in clause 11.4.

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

Excess Medical Costs means the difference between:

- (a) costs of any Club or AFL approved (such approval not to be unreasonably withheld) consultations, corrective surgery or rehabilitation treatment for a Football Injury; and
- (b) any lesser amount recoverable from Medicare and Player's Required Health Insurance (including extras cover) in respect of such Club or AFL approved consultations, corrective surgery or rehabilitation treatment for that Football Injury.

Featured Player means a Player who is the predominant or the central focus of the relevant image or footage.

Football Injury means an injury or illness suffered by Player as a result of:

- (a) training or playing for their Club or AFLW Team in respect of AFLW during the Term;
- (b) training or playing at the direction of their Club or AFL in respect of AFLW during the Term;
- (c) performing any Appearances pursuant to this Agreement;
- (d) travel required by AFL or the Club to perform any obligations pursuant to this Agreement; or
- (e) performing any other services in accordance with this Agreement.

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; or
- (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 Agent means a Player who is deemed to be a free agent under the Free Agency Rules.

Free Agency Rules means the rules relating to the movement of Players between AFLW Clubs in certain circumstances as agreed by AFL and AFLPA.

Game Development and Promotion means one or more of the following purposes:

- (a) 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;
- (b) increasing Match attendance and viewership;
- (c) increasing AFL and Club membership;
- (d) 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; or
- (e) promotion of Australian Football, AFL, the AFLW or the Club.

GPS Unit means a global or local positioning system unit that is able to determine and track a Player's precise location and is suitable to be worn during exercise.

Independent Agreement means an agreement which complies with the provisions of clause 11.3.

Holiday Leave means the period referred to at item 11.2 of Schedule A.

Image includes a Player's name, image, photograph, footage, likeness, reputation or identity.

Induction Period means the period commencing two weeks prior to the Training Start Date and ending on the day prior to the Training Start Date, or as otherwise agreed by AFL and AFLPA from time to time.

Injury Fund means a discretionary fund known as the Injury and Hardship Fund.

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

Licensing Activities means product sales, sales promotions and advertising and endorsement arrangements connected to product sales and sales promotions.

Laws of Australian Football means the rules of Australian Football as determined by the AFL from time to time.

List means in respect of each Club, its Primary List and, if applicable, Rookie List of Players maintained by the AFL.

Minimum Medical Standards means the minimum medical standards agreed by AFL and AFLPA and set out in Annexure C and any variation to those standards agreed by AFL and AFLPA from time to time.

Medical Officer means any duly qualified medical practitioner appointed by the Club or AFL.

Off Season means any period of the calendar year that falls outside:

- (a) the term of the Standard Playing Contract for a Player who is contracted for a single AFLW Season; and
- (b) the Access Period for all other contracted Players.

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

Payment means the total amount of payment Player will receive in consideration for Player's services and promises under this Agreement and payable to Player in accordance with clause 7.

Player means a player of AFLW who is or becomes contracted with a Club or who is or becomes listed with the AFL as a Player with a Club.

Player Development Governance Committee means the committee established under clause 17.

Player Image Rights Holder means any person, company, trustee, trust or any other entity that has a non-exclusive right to use or license the use of the image, name, likeness, photograph, reputation and identity of a Player, and is a party to a Standard Playing Contract.

Pregnancy and Parental Management Travel Policy means the pregnancy and parental management travel policy agreed by the AFL and AFLPA for the purpose of managing and supporting Players who are pregnant or Players who have young children and providing a safe environment for all participants, as amended from time to time.

Pre-Season means the period commencing on the Training Start Date and ending on the day prior to the first Match of the AFLW Home and Away Season.

Primary List means the list of Players referred to in the AFLW Competition Rules.

Prizemoney Pool means the funds set out in item 2 of Schedule A payable to Players whose AFLW Team plays in an AFLW Finals Series Match during the Term.

Protected Club Sponsor means up to four (4) AFL approved sponsors nominated by the Club as a protected sponsor for its AFLW Team. For the avoidance of doubt, the Protected Club Sponsors may be different in part or in whole from the sponsors protected in connection with the Club's AFL Men's team.

Relocation Allowance means the relocation allowance amount that may be payable to a Player by her Club in accordance with item 11 of Schedule A in the manner provided by clause 7(b)(iii).

Required Health Insurance means a current premium health insurance policy approved by the Club, which Player is required to effect and maintain for the Term.

Retainer means the retainer amount specified in Item 1 of Schedule A and payable to Player in accordance with clause 7.

Schedule means a schedule to this Agreement.

Sign & Trade Period means that period to occur in the months following each Season whereby Clubs may sign and trade Players in accordance with clause 10.8.

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

State League Match means a match of Australian Football played between participating state league or community football clubs as part of AFL approved, state-based Australian Football competitions.

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

Travel Allowance means the travel allowance amount of \$80 per night payable to Player in accordance with clause 7(b)(ii).

Training Start Date shall be the date determined by the AFL after genuine consultation with the AFLPA each year for the commencement of Pre-Season.

Tools of Trade means Player's footwear (including boots and running shoes), gloves, sports bras, hair ties/clips and protective headwear (for example, helmets), but excludes fashion scrunchies and hats.

Voluntary Use of Club Facilities means the voluntary or personal uses of Club facilities and resources as set out in the AFLW Competition Rules, which include:

- (a) Player arriving to a session earlier than required (i.e. earlier than the time stipulated by Club, or earlier than is reasonably necessary to be ready when required);
- (b) Player choosing to do extra sessions at the Club, or outside the Club using Club resources;
- (c) time spent eating Club provided meals, if not required to be at the Club;
- (d) extra rehabilitation/rehabilitation Player chooses to complete (over and above what is expected or required by Club); or
- (e) any Player requested session.

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; and
 - (iii) each Player employed by a 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.
 - (c) The Parties acknowledge that this Agreement has been negotiated and agreed on the basis of the licences issued to Clubs as at 1 November 2019. If the AFL proposes to issue any additional licences to Clubs to compete in the AFLW competition prior to the expiry of this Agreement, it must notify AFLPA as soon as reasonably practicable in writing (and in any event prior to the introduction of those additional licences).
 - (d) If notice is given pursuant to clause 2(c), the Parties must meet in good faith to discuss whether a variation to this Agreement is required, having regard to the impact of the additional licences to be issued, as quickly as possible.

3. Term

- (a) This Agreement shall operate on and from 1 November 2019 and subject to the provisions of this Agreement operate until 31 October 2022 and will, subject to clause 3(d), continue to apply after that date until a new collective bargaining agreement is made between the AFL and the AFLPA.
- (b) The parties acknowledge that the terms of this Agreement are intended to establish the framework within which AFLW will operate, acknowledging that Players will continue to enter into a Standard Playing Contract.
- (c) For the purposes of this clause, the terms and conditions that apply on 31 October 2022, 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(d).
- (d) In the event that the parties are unable to reach agreement on the terms of a new collective bargaining agreement by 1 July 2022 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 2022.

4. Terms and Conditions of Employment

4.1 General

- (a) The terms and conditions of employment set out in this Agreement:
 - (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, a Club and a Player; and

- (iii) prevail over any inconsistent term or provision in any such Standard Playing Contract.
- (b) The benefits set out in this Agreement reflect the total payments and benefits to be made and provided to Players by AFL and Clubs, other than payments and benefits under bona fide Employment Agreements. 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 45.
- (c) The AFLPA acknowledges and agrees that any restrictions in this Agreement (including pursuant to ancillary documents such as the AFLW Rules) including without limitation, restrictions on the freedom of Players to transfer from one Club to another, and restrictions on payment the Club or AFL may give or apply for the benefit of Player or an associate of Player are necessary and reasonable for the purpose of protecting the legitimate interests of the AFL, each Club and the AFLW.

4.2 Tools of Trade

- (a) Players shall be entitled to Tools of Trade of Player's choice in accordance with this clause 4.2.
- (b) Subject to this clause 4.2, each Club will provide each Player with two (2) pairs of boots and one (1) pair of running shoes, and additional boots or running shoes as reasonably required in the Club's discretion (acting reasonably) at no cost to a Player (**Club Footwear**), unless a Player makes an election pursuant to clause 4.2(e).
- (c) Each Club will determine the brand and style of Club Footwear in its sole discretion.
- (d) Should a Player have a medical reason for not wearing the Club Footwear as approved by the Club Medical Officer, then the Club will supply Club Footwear from an alternate supplier or reimburse that Player for the cost of alternate Club Footwear.
- (e) Subject to clause 4.2(d):
 - (i) if a Player does not wish to use Club Footwear, the Player must, on or before the Training Start Date, advise their Club of such election. A Player's election will be binding for the AFLW Season; and
 - (ii) Clubs must ensure that Club Footwear is available to Players who have not opted out of Club Footwear by no later than the Training Start Date.
- (f) Clubs 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.
- (g) 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 she elects to purchase a substitute for the item provided by the Club.
- (h) The Club and the AFL are not otherwise required to reimburse a Player for the cost of any item or equipment that forms part of Player's Tools of Trade other than as set out in this clause 4.2. For the avoidance of doubt, if a Player elects not to wear Club

Footwear in accordance with this clause 4.2, Club is not required to reimburse the Player for costs of footwear other than in accordance with clause 4.2(d).

- (i) Subject to clause 4.2(j), a Player is entitled to licence the use of their Image to a footwear sponsor who is a competitor of a Club Sponsor provided that:
 - (i) the Player receives no less than \$3,000 cash from the footwear sponsor for the grant of such licence; and
 - (ii) such use does not involve the use or association with AFL, AFLW or Club Intellectual Property.
- (j) The AFLPA on behalf of all Players acknowledges and agrees that:
 - (i) If a Player licences that Player's Image to a footwear sponsor pursuant to clause 4.2(i), such licence does not extend to other apparel and the Player's Image will not be used in association with other apparel of the footwear sponsor. A Player will not be in breach of this clause if that Player's Image is associated with other apparel of the footwear sponsor provided the association is incidental to promotion of the footwear; and
 - (ii) a Player is entitled to licence that Player's Image to Tools of Trade sponsors (other than footwear sponsors, which are covered by clause 4.2(i)) in accordance with the AFLW Commercial Operations Guidelines unless the AFL or Club (as applicable) nominates in writing prior to the start of the Pre-Season that a Tools of Trade sponsor is a Protected Club Sponsor, AFLW Protected Sponsor or an AFL Protected Sponsor.

4.3 Club Sessions

- (a) Reference to "induction, outductions and education" within the meaning of Club Sessions includes (without limitation) Club Sessions designed to educate Players about the AFLW Rules, Club Rules and Policies.
- (b) The parties acknowledge that:
 - (i) voluntary Player welfare or professional development activities are not Club Sessions and Players will not be entitled to additional payment for welfare or professional development activities except as required by law; and
 - (ii) Voluntary Use of Club Facilities by Players will not constitute a Club Session and a Player will not be entitled to any additional payment for Voluntary Use of Club Facilities.
- (c) In the event AFL or Club travel arrangements are not made and paid for by the Club or AFL for Club Sessions in excess of a 100km round trip from the Club's usual home training facility, such as training camps, Players will be entitled to be reimbursed for travel in excess of a 100km round trip from the point of departure from Player's home, place of work or Club's usual home training facility at an agreed per kilometre rate as specified by the Australian Taxation Office.

4.4 Dangerous or Hazardous Activities

- (a) Except as directed by Club or AFL, Player will not, during the Term, without the prior written consent of Club or AFL:

- (i) engage in any dangerous or hazardous activity;
 - (ii) put Player's own or another Player's safety at risk; or
 - (iii) engage in any activity that in the reasonable opinion of Club or AFL represents an unreasonable risk of injury to Player or otherwise affects Player's ability to perform Player's obligations pursuant to this Agreement or any other agreement with Club or AFL.
- (b) Player acknowledges that activities that fall within the scope of clause 4.4(a) include (without limitation) the following:
- (i) flying in an aeroplane, helicopter or other airborne machine or device unless it is a commercial flight being operated by a major domestic or international airline or any of its subsidiaries (e.g. Qantas, Jetstar or Virgin Australia);
 - (ii) participating in so-called "extreme sports"; and
 - (iii) indoor or outdoor rock climbing, hang gliding, parachuting or bungee jumping.
- (c) The parties agree that clause 4.4(a) does not apply to Club Sessions, Appearances, Matches or AFLW Events including playing for or training with the Club or AFL.
- (d) Subject to clause 4.5, clause 4.4(a) will not affect Player's right to participate in the elite competition of another sport including but without limitation, W-League soccer, Big Bash Cricket, WNBL basketball, or Suncorp Super Netball.

4.5 Activities external to AFLW

During the:

- (a) term of their Standard Playing Contract for Players on a one (1) year Standard Playing Contract; or
- (b) Access Period for all other contracted Players,

each Player agrees not to participate in any Australian Football match or event or any sporting code, other than:

- (c) AFLW Matches;
- (d) State League Matches (acknowledging that any participation in a State League Match will not be permitted during the Pre-Season or during the AFLW Season, unless approved by the applicable Club prior to the Player's proposed participation); and
- (e) any other event or sporting code notified in writing to Club and AFL and provided such participation does not adversely impact the performance of Player's obligations under this Agreement. This includes but is not limited to W-League soccer, W/BBL cricket, WNBL basketball, and Suncorp Super Netball.

5. Access to Players

5.1 General access to Players

- (a) Except as expressly set out in this Agreement, Clubs can communicate with Players but can have no access to:

- (i) Players outside the term of their Standard Playing Contract for Players on a one (1) year Standard Playing Contract; and
 - (ii) Players outside the Access Period for all other contracted Players,
other than in accordance with other football academy programs and non-AFLW competitions that a Player may participate in from time to time.
- (b) Players are not obliged to attend a Club Session:
- (i) of greater than four (4) hours in duration, unless approval has been granted by both the AFL and AFLPA to hold a longer session;
 - (ii) that is scheduled between the hours of 9am and 5pm on weekdays;
 - (iii) if they are unable to because of reasonable work or study commitments that have been notified in writing to the Club at least five (5) days in advance or as soon as practical where it is not possible for Player to provide five (5) days' notice; or
 - (iv) the Club (or the AFL as the case may be) expressly authorises the Player not to attend a Club Session.

5.2 Access to Players during the Induction Period

- (a) Clubs can schedule induction sessions up to 16 hours for first year Players and up to 21 hours for other Players across the Induction Period.
- (b) In addition to the sessions referred to in clause 5.2(a), the AFL can schedule an additional induction session with first year Players of up to five (5) hours during the Induction Period.
- (c) Club must not schedule more than four (4) separate induction sessions per week of the Induction Period.
- (d) Players must be given at least one (1) day off each weekend of the Induction Period.
- (e) The following are permitted activities to be conducted within induction sessions:
 - (i) compliance activities and education on AFLW and Club policies;
 - (ii) Player medical assessments;
 - (iii) Player wellbeing and development sessions;
 - (iv) Education on injury prevention and rehabilitation; and
 - (v) any other activity approved by the AFL.
- (f) Players may continue to make Voluntary Use of Club Facilities during the Induction Period at Player discretion.
- (g) Clubs must not organise or impose mandatory football training, including strength and conditioning work, during the Induction Period. For the avoidance of doubt, Clubs may organise "team building" activities that involve physical elements, so long as any such physical elements are incidental to the "team building" (e.g. tug of war).

5.3 Access to Players during Pre-Season

- (a) Players must not be required to do more than fifteen (15) hours of Club Sessions or Club commitments per week of Pre-Season (excluding any Player Match commitments or Appearances).
- (b) Club must not schedule more than four (4) separate organised Club Sessions or Club commitments per week of Pre-Season (excluding any Player Match commitments or Appearances). Players may nonetheless elect to engage in additional strength and conditioning work, make Voluntary Use of Club Facilities or undertake additional recovery sessions at Player discretion.
- (c) AFLW Clubs may schedule up to one (1) Match simulation training with another AFLW Club (or equivalent) during the Pre-Season period.
- (d) Players must be given at least one (1) day off each weekend during the Pre-Season Period.
- (e) During the:
 - (i) 2020 Pre-Season Period, Clubs may schedule Club Sessions of up to 117 hours (excluding Match commitments and Appearances);
 - (ii) 2021 Pre-Season Period, Clubs may schedule Club Sessions of up to 123.50 hours (excluding Match commitments and Appearances);
 - (iii) 2022 Pre-Season Period, Clubs may schedule Club Sessions of up to 136.50 hours (excluding Match commitments and Appearances);
- (f) Clubs cannot mandate or organise any other training on top of these hours during Pre-Season, but Players can continue to access Club facilities such as gymnasiums and pools during the Pre-Season Period at Player discretion.

5.4 Access to Players during the AFLW Season

- (a) Players must not be required to do more than ten (10) hours of Club Sessions or Club commitments per week (excluding Match commitments and Appearances) during the AFLW Season.
- (b) Club must not schedule more than three (3) separate organised Club Sessions or Club commitments per week (excluding Match commitments and Appearances). Players may nonetheless elect to engage in additional strength and conditioning work, make Voluntary Use of Club Facilities or undertake additional recovery sessions at Player discretion.
- (c) Player must be given at least one (1) day off per week during the AFLW Season as nominated by the Club from time to time.
- (d) During the:
 - (i) 2020 AFLW Season, Clubs may schedule Club Sessions of up to 80 hours (excluding Match commitments and Appearances), noting that Clubs will be permitted ten (10) additional hours for any week that the Club participates in the AFLW Finals Series;

- (ii) 2021 AFLW Season, Clubs may schedule Club Sessions of up to 90 hours (excluding Match commitments and Appearances), noting that Clubs will be permitted ten (10) additional hours for any week that the Club participates in the AFLW Finals Series; and
 - (iii) 2022 AFLW Season, Clubs may schedule Club Sessions of up to 100 hours (excluding Match commitments and Appearances), noting that Clubs will be permitted ten (10) additional hours for any week that the Club participates in the AFLW Finals Series.
- (e) Other than Match commitments, Clubs cannot mandate or organise any other training on top of these hours during the AFLW Season, but Players can continue to make Voluntary Use of Club Facilities at Player discretion.

5.5 Match day access

Player Match day obligations must not exceed five (5) hours for any Pre-Season or AFLW Season Matches (inclusive of match day media requirements).

5.6 Outduction

- (a) In the week following the completion of the Club's participation in the AFLW Season, Clubs may have contact with Players for up to six (6) hours to conduct any outduction processes required by the Club, including mandatory exit medicals and exit interviews.
- (b) Any mandatory attendance by Players at any Club events during this week must be included in this time allocation.
- (c) Scheduling of any Club Sessions during the outduction period must follow the same guidelines as for training sessions outlined above.

6. Services, injured Players and fitness outside of contracted hours

- (a) During Holiday Leave and in the Off Season, Clubs may only contact Players as follows:
 - (i) limited to a semi-regular basis; and
 - (ii) determined by the welfare and needs of the Player.
- (b) During Holiday Leave and in the Off Season, except as otherwise provided in this clause 6, Clubs shall not require a Player to report on her training or fitness.
- (c) During Holiday Leave, Clubs may provide Players with reasonable training guidelines, provided that:
 - (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; and
 - (iii) Clubs may not monitor Players outside of contracted hours.
- (d) The AFL will ensure that Clubs not require or request, either explicitly or implicitly, that:

- (i) Players use Club facilities during Holiday Leave and in the Off Season; or
- (ii) Players undertake prescribed training programs during Holiday Leave and in the Off Season (except as permitted pursuant to clause 6(c) or in respect of football academy programs and non-AFLW competitions that a Player may participate in from time to time),

however Players can make Voluntary Use of Club Facilities during Holiday Leave and in the Off Season.

- (e) Clubs shall make Football Injury-related medical services available to Players during the Off Season, and upon reasonable Player request during Holiday Leave, including by providing Players with a list of relevant medical contacts and assisting Players to obtain access to Football Injury-related medical services at the location at which they are spending their time during Holiday Leave and in the Off Season.
- (f) The following shall apply to injured Players during Holiday Leave and in the Off Season:
 - (i) Clubs may provide rehabilitation guidelines to injured Players; and
 - (ii) Clubs may place reasonable treatment guidelines and reporting requirements on Players with serious injuries or recovering from surgery.
- (g) The AFL shall monitor and enforce Clubs' compliance with this clause, including by taking appropriate disciplinary action to address any material breach.

7. Payment

- (a) The Club will pay to each Player the Payment into the Player's nominated bank account in accordance with this clause 7.
- (b) As applicable, the Payment includes:
 - (i) subject to the Player's Tier (as specified in their Standard Playing Contract), a Retainer to be paid in equal monthly instalments (subject to clause 7(c)) payable on the 14th of each month during:
 - (A) the term of the Standard Playing Contract for a Player who is contracted for a single AFLW Season; and
 - (B) the Access Period for all other contracted Players,
 in accordance with the amounts specified in item 1 of Schedule A;
 - (ii) a Travel Allowance for each night the Player is required by AFL or the Club to stay away from home in order to play in a Match to be paid (where applicable) in instalments at the same time as Player's Retainer with any outstanding amounts owing to be paid to the Player by the end of the earlier of the Access Period or Standard Playing Contract term;
 - (iii) a Relocation Allowance to be paid within 14 days of receipt of a valid tax invoice from Player, including any part payments of such allowance. For the avoidance of doubt, a Player is not entitled to a Relocation Allowance unless such a Relocation Allowance is payable in accordance with item 12 of Schedule A;

- (iv) if the Player's Club plays in the AFLW Finals Series, a prizemoney payment from the Prizemoney Pool, to be paid within 30 days following the Grand Final, in the amount specified in Item 3 of Schedule A;
 - (v) if the Player's Club plays in the AFLW Grand Final, an additional payment subject to the Player's Tier (as specified in their Standard Playing Contract) as specified in Item 2 of Schedule A;
 - (vi) additional appearances in accordance with clause 24.1(i) in the amount specified in Item 13 of Schedule A; and
 - (vii) reimbursement for travel for appearances in accordance with clause 24.1(j)(ii).
- (c) Clubs must, by no later than the 15th of the month in which the Training Start Date falls, make a payment to Players pursuant to clause 7(b)(i) on a pro-rata basis for that month.
- (d) The AFL must ensure that any actions required by the AFL to facilitate the Clubs' requirement at clause 7(c) are complete with sufficient time for the Clubs to fulfil this obligation.
- (e) Clubs must ensure that all Player reimbursements required by Clubs pursuant to this Agreement (subject to any waiting period for claims made with the AFL's insurer pursuant to clause 33) are paid to Players within 14 days of the Player submitting the relevant and required paperwork for a reimbursement to the Club.
- (f) The AFLPA on behalf of the Players further acknowledges and agrees that:
- (i) all Payment amounts payable to a Player in accordance with this Agreement will be inclusive of superannuation as applicable. Where required by law, the Club will pay into Player's nominated superannuation fund (or where no fund is nominated, into the AFLPA's default superannuation fund) such amounts required to be paid from time to time in order to comply with any legislated superannuation obligations.
 - (ii) Club or AFL (as applicable) may request reimbursement of, or deduct from, any Payment due to be made to a Player pursuant to this clause 7 such amounts AFL is required to deduct by reason of any law, including PAYG taxation instalment deductions.
 - (iii) Club or AFL (as applicable) may deduct from (to the extent permitted by law), Payment:
 - (A) such amounts as a Player agrees in writing are owing to AFL or the Club; and
 - (B) any fines that have been properly imposed against a Player (including fines imposed under AFLW Rules and Policies).
- (g) A Club shall not be otherwise 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. Statutory entitlements

- (a) Players will receive leave entitlements in accordance with the National Employment Standards under the *Fair Work Act 2009* (Cth).
- (b) Each Player acknowledges that the Payment in accordance with this Agreement is paid in satisfaction of all statutory entitlements including salary and payment of leave entitlements taken during the Term.
- (c) Each Player further acknowledges and agrees that:
 - (i) they will be required to take the leave as set out in this Agreement and that the Payment and other aspects of this Agreement have been determined on this basis; and
 - (ii) the leave to which the Players are entitled under this Agreement is inclusive of:
 - (A) annual leave;
 - (B) sick and carer's leave; and
 - (C) public holidays.
- (d) 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 leave records with the Club.

9. 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 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 9(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.

10. AFLW Rules

10.1 List structure

- (a) Each Club shall maintain 30 Players on its List, unless otherwise approved by the AFL and AFLPA.

- (b) Subject to clause 10.1(c), each AFLW Team will be structured in accordance with the following Tiers:

Tier	No. of Players
Tier 1	2
Tier 2	6
Tier 3	6
Tier 4	16

- (c) The number of Players in each Tier may be adjusted by a Club, provided that:
- (i) there is a maximum of three (3) Tier 1 Players per AFLW Team; and
 - (ii) the total Player base payments equals the Total Player Payments per AFLW Team specified in item 1 of Schedule A,
- unless agreed otherwise by the AFL and the AFLPA.
- (d) Each AFLW Team list must be made up of a list size of 30 players, comprising:
- (i) 30 Primary List players;
 - (ii) 29 Primary List players plus 1 Rookie List player;
 - (iii) 28 Primary List players plus 2 Rookie List players; or
 - (iv) 27 Primary List players plus 3 Rookie List players.

10.2 Season structure

- (a) The 2020 AFLW Season will consist of:
- (i) eight (8) home & away Matches for each Team and a three (3)-week AFLW Finals Series;
 - (ii) nine (9) week Pre-Season with an average of thirteen (13) Pre-Season training hours per week;
 - (iii) twenty one (21) hours during the Induction Period;
 - (iv) ten (10) training hours per week in AFLW Season; and
 - (v) a total Player commitment of 289 hours, excluding the AFLW Finals Series.
- (b) The 2021 AFLW Season will consist of:
- (i) nine (9) home & away Matches for each Team and a three (3) week AFLW Finals Series;
 - (ii) nine and a half (9.5) week Pre-Season with an average of thirteen (13) Pre-Season training hours per week;

- (iii) twenty one (21) hours during the Induction Period;
 - (iv) ten (10) training hours per week in AFLW Season; and
 - (v) a total Player commitment of 310.5 hours, excluding the AFLW Finals Series.
- (c) The 2022 AFLW Season will consist of:
- (i) ten (10) home & away Matches for each Team and a three (3) week AFLW Finals Series;
 - (ii) ten and a half (10.5) week Pre-Season with an average of thirteen (13) Pre-Season training hours per week;
 - (iii) twenty one (21) hours during the Induction Period;
 - (iv) ten (10) training hours per week in AFLW Season; and
 - (v) a total Player commitment of 338.5 hours, excluding the AFLW Finals Series.

10.3 Notification of key dates

The AFL must notify the AFLPA of the key dates for the 2021 and 2022 Seasons, being the start dates for both the Induction Period and first round of the upcoming AFLW Home and Away Season, by no later than four (4) months prior to the commencement of the Induction Period for the relevant Season.

10.4 Payment of total Player payments

- (a) Each Club must expend the Total Player Payments as set out in Item 1 of Schedule A to Players on its List during the Term.
- (b) The AFL shall advise AFLPA whether each Club has expended the Total Player Payments as set out in Item 1 of Schedule A to Players on its List and shall advise AFLPA of any shortfall by any Club including the amount of such shortfall.
- (c) Any shortfall will be distributed in an equitable manner between the Players in the relevant Club in a manner determined by the AFL and AFLPA.

10.5 Existing Rules

- (a) Each of the Parties agree that the AFLW 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 that any restrictions contained in the AFLW Rules, including without limitation, restrictions on the freedom of Players to transfer from one Club to another, are necessary and reasonable for the purpose of protecting the legitimate interests of the AFL, the Clubs and AFLW.

10.6 Changes to Rules

- (a) AFL agrees to engage in genuine consultation with the AFLPA on any proposed change to AFL Rules that will or may affect Players.

- (b) Following genuine consultation in accordance with sub clause 10.6(a), AFL shall notify AFLPA of any AFL Rule changes that affect Players. AFL Clubs shall promptly notify their Players of any AFL Rule changes that affect Players.
- (c) AFL shall not make any changes to the AFLW Rules which are contrary to or inconsistent with the provisions of this Agreement without prior written approval of the AFLPA.

10.7 Committee Representation

AFL agrees to invite AFLPA representatives to attend AFLW committee meetings, where such committees' decision making affects Players.

10.8 Sign & Trade Period

- (a) The AFL will determine the date for the Sign & Trade Period for each Season in consultation with the AFLPA.
- (b) Clubs may sign up to 27 Players in the Sign & Trade Period, including any Player who requests:
 - (i) a trade to a Club in another State where a trade is unable to be fulfilled. In these circumstances the Player's original Club has the right to match the Tier payment offered to the Player by the new Club. If the Player's original Club declines to match the offered tier payment, the Player can move freely to the Club making the offer; or
 - (ii) to leave a Club due to a change in personal circumstances and the AFL agrees that, despite their existing AFLW Club's best efforts, their existing AFLW Club cannot secure a suitable trade. In such circumstances the Player may move to a Club of their choice in a different state and be paid at the Tier agreed by the AFL, the Player and the new Club.

10.9 Free Agency

The AFLW Free Agency period is to follow the Sign and Trade Period, in which AFLW Clubs with remaining spots in their List can sign players as follows:

- (a) Unrestricted Free Agent: any Player who was not offered a place on the AFLW Club's List for the upcoming AFLW Season.
- (b) Restricted Free Agent: any Player who was offered a place on their AFLW Club's list for the upcoming AFLW Season but at a lower payment Tier than they were at in the previous AFLW Season. A Restricted Free Agent under this clause can only be signed to an AFLW Club if that Club offers the Restricted Free Agent payment at or above their previous AFLW Season payment tier.

11. Arrangements

11.1 Interpretation

For the purposes of this clause 11, "**Player**" means:

- (a) Player as that term is defined in clause 1.1; or

- (b) where a Player has licensed the use or the right to license the use of their Image to a Player Image Rights Holder, means the Player Image Rights Holder; or
- (c) Associate of a Player as that term is defined in clause 1.1 and has entered into an Additional Services Agreement;

as the context dictates.

11.2 Additional Services Agreements

- (a) A Player may contract with a Club and/or Club Sponsor to derive payments as a direct result of bona fide promotions/marketing by that Player and the definition of Football Payments. Such arrangements are “**Additional Services Agreements**” and are separate and distinct from the Standard Playing Contract which regulates the employment of a Player to play Australian Football for a Club. Payments made pursuant to an Additional Services Agreement shall be in addition to and separate from payments made to the Player for performance of services as a professional footballer.
- (b) Except as set out in Item 8 of Schedule A, there will be no limit on the amount or value of Additional Services Agreements that may be given or applied for the benefit of Players during the Term.
- (c) All Additional Services Agreement must be submitted to the AFL’s nominated list advisor for review and, where appropriate, approval prior to the commencement of the Additional Services Agreement.
- (d) If further information is reasonably required by the AFL in respect of an Additional Services Agreement, the Player must use best endeavours to provide the information within a reasonable timeframe.
- (e) The AFL will determine if the Additional Services Agreement is bona fide and commercial in accordance with the AFL Rules and without limiting the AFL Rules, the AFL may have regard to a Player’s Tier to determine whether an Additional Services Agreement is bona fide and commercial.
- (f) The AFL Rules with respect to Additional Services will apply unless expressly approved by the AFL.
- (g) In the event the AFL approves an Additional Services Agreement, such approval will apply for the term of that Additional Services Agreements.
- (h) The Club will be responsible for determining tax implication and whether superannuation or any other employment or related entitlement is applicable to a Player under their Additional Services Agreement.
- (i) 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.

11.3 Independent Agreements

- (a) Bona fide commercial arrangements between a Player or an Associate of a Player and:
 - (i) a Club Sponsor which has no connection to the Club Sponsorship; or

- (ii) an Associate of a Club (other than a Sponsor) which has no connection to the Associate's relationship with the Club;

are **Independent Agreements** and may be entered into from time to time.

- (b) When a Player or an Associate of a Player proposes to enter into an Independent Agreement with an Associate of the 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 Club of the general nature of the proposed arrangement,

prior to the date of the proposed commencement of the commercial arrangement.
- (c) If further information is reasonably required by the AFL in respect of an Independent Agreement, the Player must use best endeavours to provide the information within a reasonable timeframe and by no later than 28 days of receiving such a request.
- (d) The AFL will determine if the Independent Agreement is bona fide and commercial in accordance with the AFL Rules and, without limiting the AFL Rules, the AFL may have regard to a Player's Tier to determine whether an Independent Agreement is bona fide and commercial.
- (e) 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.
- (f) 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 clauses 11.3(c) and 11.3(d), the request shall be deemed approved.
- (g) The AFL Rules with respect to Independent Agreement will apply unless expressly approved by the AFL.
- (h) Clubs shall promptly advise their Players of all of the Club's AFLW Sponsors by 15 December 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.

11.4 Employment Agreements

- (a) A Player may enter into an Employment Agreement with her Club and/or with the AFL, which is in addition to and separate from her employment as a professional football player.
- (b) Employment Agreements 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.
- (c) If further information is required by the AFL in respect of an Employment Agreement, the Player must provide the information within seven (7) days of a request.

12. Delisting of Players

- (a) No Player shall be delisted from the List of a Club from the period immediately following the Draft until 1 May the following year without the consent of the AFL General Counsel.
- (b) Each Club must immediately delist a Player who has terminated her Standard Playing Contract for cause.
- (c) Each Club shall follow the following procedure when delisting a Player except where clause 12(b) applies:
 - (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 12(c)(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 12(c)(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 her delisting, the Club will arrange for the Player to meet with the Club representative as soon as practicable;
 - (v) the Club will provide the Player with any information or resources the Club has regarding transition out of AFLW;
 - (vi) AFLPA shall provide each Club with an information booklet which outlines the transition services available to Players through the AFLPA and the Club shall pass this information onto the Player;
 - (vii) the Club 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 transition consultation arranged by the AFLPA;
 - (ix) each Club shall arrange at its cost for a termination medical to be conducted on the Player. 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; and

- (x) a Club shall comply with clause 34 in respect of any Excess Medical Costs to the Player.

13. Exchange of Player

No Club shall exchange any Player unless:

- (a) the Player has been given as much notice as possible by the Club of its intention to trade, and
- (b) the Player has been free from duress from the Club, its employees or agents, and
- (c) the Player genuinely consents to the trade.

14. Standard Playing Contract

- (a) All contracts for the playing of Australian Football entered into between a Player, a Club and the AFL shall be in the form of the Standard Playing Contract set out as Schedule C to this Agreement.
- (b) 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.
- (c) All Standard Playing Contracts shall expire on 31 May 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 May in the final year of the varied or renewed contract.
- (d) The AFL and the AFLPA recognise that Standard Playing Contracts between 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.
- (e) A 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.

15. AFL Players' Injury and Hardship Fund

- (a) The AFLPA will provide appropriate benefits to Players under the AFL Players' Injury and Hardship Fund.
- (b) AFL will make a contribution to the AFL Players' Injury and Hardship Fund in accordance with Item 5 of Schedule A.

16. AFLW Ambassador Fund

- (a) For the purposes of this clause 16, "**Player**" means:
 - (i) Player as that term is defined in clause 1.1; or

- (ii) where a Player has licensed the use or the right to license the use of their Image to a Player Image Rights Holder, means the Player Image Rights Holder,

as the context dictates.

- (b) AFL agrees to spend the amount set out in Item 6 of Schedule A, constituting an '**AFLW Ambassador Fund**', on Players in each relevant year, however should the full amount not be spent in any one year, the balance may be spent in future years, provided all allocated funding is paid to Players during the Term.
- (c) The AFLW Ambassador Fund shall be used to reward Players for:
 - (i) undertaking commercial appearances in connection with AFL Sponsors;
 - (ii) utilising the Player's Image to a greater extent than is authorised under this Agreement;
 - (iii) promotion of Licensed Products that form part of the AFL Licensing Activities;
 - (iv) undertaking appearances in connection with Authorised Broadcasters; and
 - (v) using Players' profiles, including through social media, to promote or advertise any item or matter related to the AFL or its sponsors, its talent pathways or its Authorised Broadcasters.
- (d) Nothing in this clause shall be interpreted as authorising AFL to require Players to undertake or partake in any of the matters set out in clause 16(c). Rather AFL shall approach Players, a Player's Accredited Agent (if applicable) or AFLPA and enter into a commercial arrangement under which the Player agrees to undertake obligations in addition to those required of a Player under this Agreement in return for a fee, which fee shall be paid out the amount set out in Item 6 of Schedule A.
- (e) AFL must provide to AFLPA by 15 December in every year, an itemised account of all payments made from the amount set out in Item 8 of Schedule A for year ended 31 October immediately prior.

17. Player Development Governance Committee

- (a) The AFL and the AFLPA each recognise that the Player Development Governance Committee (as defined and established in accordance with clause 20 of the AFL Men's CBA) has been established to have a whole of industry approach to player wellbeing and development.
- (b) The Player Development Governance Committee will operate on the same basis for the AFLW as it does for the AFL Men's.

18. Player Development and Wellbeing

- (a) The AFL shall pay to AFLPA the amount set out in Item 7 of Schedule A to fund Player development programs and services provided by the AFL, a Club or Clubs, and/or the AFLPA (**Player Development Programs & Services**). The AFLPA will hold the funding for Player Development Programs & Services in a specific account (separate from the AFLPA's other funds) and allocate such funds overseen by the Player Development Governance Committee.

- (b) By 15 December in each year of the Term, the AFLPA must provide to AFL, an itemised account of all payments made from the amount set out in Item 7 of Schedule A for year ended 31 October immediately prior.
- (c) The AFL acknowledges the AFLPA's proposed development of an "Employer Recognition Program" in respect of the AFLW and Players. The AFL and the AFLPA will work in good faith to agree the benefits within the AFL and Club's control that may be provided by the AFL and/or Clubs to employers recognised pursuant to such a program, including items such as Club guernseys, tickets to AFLW Events or Matches and tickets to Club events.

19. Player Development Managers

- (a) Each AFLW Club shall employ an AFLW Player Development Manager, with that employee responsible for managing Player wellbeing as well as organising and delivering leadership initiatives internally and within the community. Each AFLW Club will advise their Players and the AFLPA of such appointment.
- (b) The AFLW Player Development Manager shall be required to participate in reasonable professional development programs and courses as identified by the Player Development Governance Committee from time to time.
- (c) The AFLW Player Development Manager shall not perform any function or duty that would conflict with their duties as AFLW Player Development Manager, either in substance of the function/duty or in the time required to perform it.

20. Research

The AFL agrees to consult with the AFLPA to determine scope, funding and support for any future research projects in line with previous research on the challenges faced by Players.

21. AFLW Competition Review

- (a) The AFLPA, together with Players, will commission an independent review of AFLW, which will identify challenges faced by Players and opportunities for the development of the AFLW Competition to allow AFLW and Players to thrive (**AFLW Competition Review**).
- (b) The AFL and AFLPA will, acting reasonably, mutually agree on the terms of reference for the AFLW Competition Review which will include but not be limited to the identification of structural factors which impact gender equity.
- (c) The AFLW Competition Review will be conducted by an independent person or body to be agreed by the AFL and AFLPA.
- (d) The AFL will fund the AFLW Competition Review.
- (e) The Parties will follow the below timeframes for the AFLW Competition Review. If a milestone set out in this clause 21(e) is unable to be achieved by these timeframes, the Parties will continue to work together in good faith to achieve the milestones as soon as possible thereafter:
 - (i) Terms of Reference to be agreed by 30 November 2019;
 - (ii) Independent person or body agreed and appointed by 28 February 2020;

- (iii) Review conducted by the conclusion of the 2021 AFLW Season; and
- (iv) Report presented shortly thereafter.

22. Relocation Allowance

- (a) Players will be eligible to receive a Relocation Allowance if they:
 - (i) nominate for the AFLW draft but live in a location of such distance from any Club's primary training ground that, based on travel time, would reasonably require the Player to relocate if the Player is drafted;
 - (ii) nominate for a different State/region from their ordinary residence, where they were not selected by a Club in the State/region nearest to their ordinary residence in the previous year's draft, or have previously been delisted from all Clubs in the State/region nearest to their ordinary residence, and the Player is drafted to a Club in that nominated different State/region; or
 - (iii) are signed through any mechanism other than the AFLW draft by a Club whose primary training ground's location is, based on travel time, of such a distance from the Player's ordinary residence that it would reasonably require the Player to relocate, subject to that Relocation Allowance being specified in the agreement between the Player and their new Club in the Player's Standard Playing Contract.
- (b) For the purposes of clauses 22(i) and (iii), a Player living more than one hour of travel time by motor vehicle post-training from the relevant Club's primary training ground would reasonably require the Player to relocate.
- (b) The Relocation Allowance shall only be available to be paid once per Player, unless that Player moves Clubs in accordance with clause 22(a)(ii) and an additional Relocation Allowance is agreed between the Player and their new Club.
- (c) Players are free to nominate for the Draft in any State/Region they choose but no Relocation Allowance or other relocation costs will be provided by the AFL or Club to a Player who:
 - (i) live less than one hour's travel by motor vehicle from the primary training ground of an existing or expansion AFLW Team; and
 - (ii) elects to nominate in a different draft to that AFLW Team,
other than in accordance with clause 22(a)(ii).
- (d) The Parties acknowledge that the same relocation benefit principles shall apply whether a Player elects to permanently relocate to the location of their Club or temporarily relocate, noting that such Players will only be eligible for support for one year at a Club.
- (e) Evidence of any relocation or travel benefits payable under Item 12 of Schedule A must be provided to the AFL's Total Player Payment Department upon request by that department who will assess the reasonableness of such benefits paid and Club's compliance with Item 12 of Schedule A and this clause 22. 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.

23. Loss of Club Licence

- (a) In the event that a Club loses its licence to compete in the AFLW 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 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 23(a)(iv) and subject to clause 23(b), the AFL shall have the right, where it has assumed liability for payment of Football Payments due to Players of a Club in accordance with this clause, to terminate any contract between any Player and such 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 Club on the date which such Club lost its licence to compete in the AFLW 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 a Club in accordance with this clause, the AFL shall have and be entitled to exercise all of the rights and benefits of the relevant Club under all contracts between such 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 a Club and the Football Payments due to the Player had been reduced as a result of financial circumstances of the 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 a 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 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 Club nominated by AFL. The provisions of the AFL Rules shall apply in this instance.

24. Game Development and Promotion

24.1 Appearances

- (a) Subject to this clause 24, each Player will be available for up to and including 20 hours of appearances per AFLW Season as directed by that Player's Club or the AFL.
- (b) For the avoidance of doubt, appearances may occur at any time prior to the AFLW Season or otherwise during the term of the Player's Standard Playing Contract, provided that the Club and the Player agree to the timing of such appearances before the expiry of the Player's Standard Playing Contract. Clubs must use best endeavours to ensure that any appearance requirements agreed with a Player under any Additional Services Agreement are required in addition to the appearances referred to in this clause, and schedule all appearances accordingly.
- (c) AFL and the Club each agree that each appearance will be credited against Player's obligation to undertake appearances under this clause 24, provided that:
 - (i) subject to clause 24(c)(v), a Player shall receive a minimum credit of two (2) hours per appearance;
 - (ii) subject to clause 24.1(c)(vi), an appearance shall not exceed six (6) hours in duration;
 - (iii) If a Player is required to travel 50km or 60 minutes or more specifically to perform an appearance, a Player will be credited as follows:
 - (A) 50 – 75 km or 60 – 90 minutes = 60 minutes' credit;
 - (B) 76 – 100 km or 91 – 120 minutes = 90 minutes' credit;
 - (C) 101 - 125km or 121 - 150 minutes = 120 minutes' credit;
 - (D) Any time beyond 150 + minutes will be credited, minus the first 30 minutes travelled; and
 - (E) for the avoidance of doubt, this credit will not apply where Player has, for example, performed an appearance prior to, or after a Club Session for which Player has otherwise had to travel;
 - (iv) subject to clause 24.1(c)(vi), Players will receive credit for time spent in appearances beyond two hours in 30-minute increments rounded up to the next 30 minutes;
 - (v) where agreed by AFL or the Club (as applicable), any digital or social media activity (such as uploading social media) requested by the Club or the AFL will constitute an appearance if Player has been assigned in any week an aggregate of thirty (30) minutes (or more) of digital or social media activity in the relevant week; and
 - (vi) where a Player is required to travel 50km or 60 minutes or more specifically to perform an appearance and to stay overnight in connection with the appearance (such as for an interstate Player required to attend the AFLW Season launch, photoshoot(s) or end of AFLW Season awards night), the Player will be credited ten (10) hours for the appearance.

- (d) Subject to clauses 24.1(g) and 24.1(h), appearances may include without limitation, community relations activities and community camps;
- (e) Appearances will not include:
 - (i) training and Match day commitments;
 - (ii) commitments pursuant to the Broadcaster Access Policy including media conferences and general media interviews (except where stated otherwise in the Broadcaster Access Policy);
 - (iii) attendance at Club end of AFLW Season function;
 - (iv) attendance at the AFLW Pre-Season new Player induction;
 - (v) attendance at Club induction and outduction sessions;
 - (vi) Club Sessions;
 - (vii) Matches; and
 - (viii) voluntary attendance at functions and events (including official AFL or AFLW Events).
- (f) A Player may seek approval from AFL or Club to credit up to five (5) two (2) hour appearances for personal bona fide Game Development and Promotion activities. AFL or Club approval will not be unreasonably withheld.
- (g) Except where otherwise provided in this clause 24, appearances may only be used for Game Development and Promotion and Approved Sponsor Promotion.
- (h) Appearances will not be used by sponsors for appearances directly related to products or services of sponsors or promotion of a sponsor direct to public except where that promotion is incidental.
- (i) Any appearance in addition to the 20 hours required pursuant to a Player's Standard Playing Contract shall be subject to that Player and the Club's consent and an hourly fee as set out in item 13 of Schedule A (unless otherwise agreed by the Club and the Player in writing).
- (j) For the avoidance of doubt:
 - (i) Player will not be entitled to additional Payment for the 20 hours of required appearances under this clause 24; and
 - (ii) in the event AFL or Club travel arrangements are not made and paid for by Club or AFL, a Player will be entitled to be reimbursed for travel in excess of a 100km round trip from the point of departure from the Player's home, place of work or Club's usual home training facility at an agreed per kilometre rate as specified by the Australian Taxation Office.

24.2 Notification of appearances

- (a) AFL and Club will use best endeavours to provide at least two (2) weeks' notice to Player in advance of appearances including notice of the time, date, location and nature of the appearance.

- (b) Subject to Player providing reasonable notice (where possible at least one (1) weeks' notice) to the Club or AFL (as applicable), a Player is not obliged to participate in an appearance where:
- (i) the Player has reasonable, bona fide, moral or religious objection to the proposed appearance;
 - (ii) the appearance conflicts with a personal commercial arrangement that has been communicated to the Club and the AFL prior to the Training Start Date acknowledging that:
 - (A) Player cannot have a personal commercial arrangement in conflict with a Protected AFL Sponsor or a Protected AFLW Sponsor unless that arrangement was approved by the AFL prior to 1 November 2016;
 - (B) where the Player played for a different Club in a previous AFLW Season, any pre-existing arrangement in conflict with the Club's Protected Sponsors may continue subject to the conditions of clause 26.4(d)-(g);
 - (iii) the Player has provided notice of her inability to attend the appearance in accordance with clause 24.3; or
 - (iv) the Player has outside employment, reasonable study or significant family commitments.

24.3 Failure to Attend

- (a) A Player must notify the Club or AFL, as the case may be, as soon as practicable and no less than two (2) 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 24. A Player must provide reasons for their inability to attend and such reasons must be or relate to matters which are beyond the Player's control.
- (b) The AFLPA on behalf of the Players agrees that Players will use their use best endeavours to arrange for another Player of comparable reputation from Club to attend the appearance should that Player be unable to attend an appearance.
- (c) Except in exceptional circumstances or in an emergency (as approved by AFL or the Club as applicable), a Player's failure to attend a scheduled appearance may be deemed a breach of that Player's Standard Playing Contract by the Player and the Club or AFL (as the case may be) may reschedule the appearance and/or impose a sanction against Player in accordance with the AFLW Rules.

25. Broadcaster Access Policy

- (a) Each Player must at all times comply with the Broadcaster Access Policy as outlined in Schedule B, as may be 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 her 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 a Club to participate in post-Match, pre or post training interviews but shall not be directed by the Club to do a media interview during the Player's free time, other than in accordance with the AFL Broadcaster Access Policy.

26. Player Image

26.1 Interpretation

For the purposes of this clause 26 "**Player**" means:

- (a) Player as that term is defined in clause 1.1; or
- (b) where a Player has licensed the use or the right to license the use of their Image to a Player Image Rights Holder, means the Player Image Rights Holder,

as the context dictates.

26.2 Player Image

- (a) Each Player grants the AFL and her Club a perpetual, irrevocable and royalty free licence to use her Image at no cost to AFL or the Club for Game Development and Promotion and Approved Sponsor Promotion and otherwise in accordance with this clause 26.2.
- (b) Subject to this clause 26.2 and without limiting clause 26.2(a), each Player agrees that the AFL and the Player's Club may use (or sub-license use of) at no cost a Players' Image for Game Development and Promotion and Approved Sponsor Promotion:
 - (i) by AFL sponsors, AFLW Sponsors, AFL Protected Sponsors and AFLW Protected Sponsors;
 - (ii) by Club Sponsors;
 - (iii) for AFL Licensing Activities;
 - (iv) in AFL Digital Media Properties in accordance with a set of protocols to be developed by the AFL and AFLPA subject to clause 26.2(d); and
 - (v) use by Authorised Broadcasters subject to clause 26.2(e).
- (c) For the avoidance of doubt, where use of a Player's Image is for Game Development and Promotion or is for Approved Sponsor Promotion, AFL sponsors, AFLW Sponsors and Club Sponsors may use a Player's Image without that Player's approval and at no cost;
- (d) Each Player grants the AFL a non-exclusive right to use each Player's Image in AFL Digital Media Properties in accordance with a set of protocols to negotiated by the AFL and AFLPA. Such protocols will 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 Players' Image is not to be assigned by the AFL to third parties save in accordance with any media agreement between AFL and AFL's digital partners;
 - (iii) Players' Image may be used in association with AFL Digital Properties; and
 - (iv) the AFL and the Club will not use their Image to develop individual player websites, social media sites or tools or any other properties or activations that are focused on individual player's personalities without written approval from the relevant Player.
- (e) Each Player grants a non-exclusive right to the use of Player's Image by Authorised Broadcasters in accordance with the following protocols:
- (i) subject to the provisions of the *Copyright Act 1968* (Cth), the use of Players' Image is not to be assigned by the AFL to third parties save in accordance with the agreement between AFL and Authorised Broadcasters; and
 - (ii) the AFL and Authorised Broadcasters will ensure that a wide range of players will be used in accordance with this clause, with the Authorised Broadcaster to enter into a separate agreement for any extensive use of a single player.
- (f) For the avoidance of doubt, Player approval will only be required for use of Player's Image by sponsors other than for Game Development and Promotion and Approved Sponsor Promotion where the Player is a 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.
- (g) Player's Image will not be used as a Featured Player for Approved Sponsor Promotion disproportionately to the use of other Featured Players without Player's consent.
- (h) AFL will be responsible for licensing and marketing of AFL and AFLW branded products and services featuring AFL intellectual property and Player's Image in accordance with the AFLW Commercial Operations Guidelines. The AFL agrees to negotiate in good faith with the AFLPA a royalty for use of Player Images in any AFL Licensing Activity having regard to the costs associated with that AFL Licensing Activity.

26.3 Featured Player

- (a) Where a Player Image is used for the purposes of marketing, advertising and promotional collateral that is not for Game Development and Promotion and Approved Sponsor Promotion, the AFL or Club (as applicable) must seek approval from any Featured Player but not surrounding Players, in an Image. 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.
- (b) A Player's Image will not be used as a Featured Player for Approved Sponsor Promotion disproportionately to the use of other Featured Players without that Player's consent.

26.4 Use of Image

Player may use their own Image, or license the use of their Image to a third party without the consent of the AFL or the Club provided such use:

- (a) does not conflict with an AFL Protected Sponsor;
- (b) does not conflict with an AFLW Protected Sponsor;
- (c) does not conflict a Club Protected Sponsor;
- (d) is not prejudicial to Australian Football;
- (e) does not use AFL Intellectual Property or Club Intellectual Property without the consent of the AFL or the Club;
- (f) does not use other AFLW property (including, without limitation, playing and on field uniforms and other items within the AFL on field policy) without the consent of the AFL; and
- (g) does not represent or pass off an association with the AFL, the Club or the AFLW.

27. Consultation

- (a) The AFL will consult with the AFLPA between the months of July and October (or such other months agreed by the Parties) on the AFLW Season fixture 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 AFLW Season fixture for the following year. Representatives of AFL shall meet with representatives of AFLPA prior to the publication of the AFL Home and Away Season fixture in any year and explain the fixture in the context of the AFLPA's views.
- (b) A representative of AFLPA shall be nominated by AFLPA to assist on the AFLW competition committee, who shall participate from time-to-time on a consultative basis on the matters coming before such committee. The AFLPA will also be entitled to representation on other AFL committees agreed by the Parties whose decision-making directly affects Players.
- (c) The AFL will consult with the AFLPA on any proposed variation to the Laws of the Game, AFL Rules, AFLW Rules, the AFLW and tribunal match review panel arrangements, to the extent such proposed variation affects Players.
- (d) The AFL and AFLPA must agree in writing to any changes to the Soft Cap Manual regarding the benefits provided to Players under this Agreement, prior to any such change.
- (e) 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 AFLW Season tribunal review. The AFL will give the AFLPA sufficient time (and in all cases at least 21 days, unless otherwise agreed by the Parties) to properly consider and prepare submissions in respect of this review and will give genuine consideration to matters raised by the AFLPA.
- (f) Each AFLW 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.

28. Accredited Agents

- (a) AFL and AFLPA have recognised the right of Players to appoint an agent for negotiating individual Player contracts and Additional Service Agreements with a 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 and AFLW 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) The AFLPA will ensure that details of the AFLW Competition including the AFL and AFLW Rules, Standard Playing Contract, this Agreement and relevant Codes of Conduct will be included in accreditation and training materials for agents.
- (d) All such agents must maintain such accreditation at all times whilst continuing to act as agents for and on behalf of Players.
- (e) In the negotiation of any new contracts to be entered into between Players and Clubs, Clubs shall only negotiate with the Player, an Accredited Agent or a parent or legal guardian of the Player.

29. AFLPA

29.1 Notice Board

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

29.2 Collection of AFLPA Membership Dues

Upon being provided an authority by a Player under clause 29.3, a 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. The money deducted by a Club as membership dues, pursuant to this clause, shall be held on trust by the Club for the AFLPA. If the Club does not forward payment in full to the AFLPA by 1 April, the 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.

29.3 Authority Form

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

29.4 Right of Entry

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

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

29.5 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, irrespective of the term or Access Period of her Standard Playing Contract.
- (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 (and invited by the AFLPA to attend) the AFLPA annual executive and delegates conference.

29.6 Operating Funds

AFL shall pay to AFLPA the amounts set out in Item 4 of Schedule A at the times specified in that item.

30. Player Contract Information

- (a) The AFL agrees to work towards establishing a secure database containing Standard Player Contracts (including the Additional Services Agreements when in database or as otherwise agreed) as soon as reasonably practicable, using its reasonable endeavours to establish such a system by 31 October 2020. Once established, the AFL agrees to provide the AFLPA with immediate access to such a system on an ongoing basis, with all access and set up costs for such access to be borne by the AFLPA.
- (b) Until such access is available for AFLW Standard Player Contracts, the AFL will provide the AFLPA with specific Standard Player Contracts and Additional Services Agreements as soon as practicable on request from AFLPA.
- (c) As soon as reasonably practicable on execution of this Agreement, the AFL will provide the AFLPA with a complete and identified summary of each Player's tier and any Additional Services Agreements in place. The AFL will continue to provide this complete and identified summary for each Season when available.
- (d) In addition, the AFL agrees to provide the AFLPA the following statistical information, on a de-identified basis, regarding salary and benefits provided to Players including:
 - (i) Tier structures at each AFLW Club;
 - (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 AFLW Club; and
 - (iii) a summary of all Additional Services Agreement, and/or Club or AFL Employment Agreement on a Club by Club basis.
- (e) The AFLPA must treat all Player contract information as confidential and may use them 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.
- (f) If the AFLPA wishes to utilise the Player contracts for any purpose other than those expressly stated in clause 30(e) 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 AFLW 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.
- (g) The AFLPA, as the collective bargaining representative of Players, warrants it has the right to obtain the Standard Playing Contract and the Additional Services Agreement information as contemplated by this clause.

31. Safe Working Environment

- (a) Each 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 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 AFL's National Insurance and Risk Manager will be required to meet regularly with AFLPA Delegates when conducting regular OH&S and risk audits of Clubs.
- (c) The AFL will ensure that the OH&S Committee formed pursuant to clause 33(b) of the AFL Men's CBA shall address issues arising in the AFLW and in connection with Players and past players.

32. Medical Insurance Coverages

- (a) Player agrees to effect and maintain Required Health Insurance approved by a Player's Club while contracted and, where a Player seeks Club payment for Excess Medical Costs in accordance with clause 34, for a period of 18 months thereafter.
- (b) Player must advise the Player's Club as soon as practicable (and in any case no later than 1 December in each year of the Term) as to the identity of Player's health insurer, the policy number and the type and level of cover.
- (c) Each Club shall offer appropriate hospital and medical (including extra care benefits) insurance to each Player contracted by the Club. Included in the offer shall be the costs and coverage of the insurance.
- (d) Within two weeks of the Club's offer, a Player may purchase the insurance offered by the Club through the relevant insurer or notify the Club that she wishes to purchase alternate insurance coverage.
- (e) If a Player elects to purchase alternate insurance coverage, she must include the details of the proposed alternate insurance coverage in the notice provided under clause 32(b).
- (f) The Club will have 7 days within which to approve the alternate insurance coverage, which approval shall not be unreasonably withheld. The Player must provide the Club

proof of the alternate coverage within 7 days of its approval, including the policy number.

33. Insurance for Loss of Non-Football Earnings

33.1 Injuries covered by the AFL's insurer

- (a) If Player is engaged as an employee, sole trader or independent contractor (excluding employment as an AFLW footballer) Player will be provided, at no cost to the Player, with loss of non-football earnings insurance cover arranged by the AFL. Such insurance shall be for a maximum period of 52 weeks for loss of bona fide non-football earnings arising from Football Injuries suffered in the course of Player's employment as an AFLW footballer. The Player will be insured for 80% of Player's net weekly income or \$2,000 (whichever is the lesser amount) (excluding any remuneration for participation in Australian Football) (**Insured Amount**).
- (b) Each Player and each Club acknowledge that a 14 day waiting period applies to claims made with the AFL's insurer under clause 33.1(a) which means a Player must be off work for at least 14 days before any payments will be made by the AFL's insurer. The Club will be liable for the Insured Amount for the 14-day waiting period if the Player's claim is accepted by the AFL's insurer.
- (c) Where Player is insured for 80% of Player's net weekly income pursuant to clause 33.1(a), a Club may elect in its absolute discretion to provide the Player with part or all of the remaining 20% of the Player's net weekly income. A Club may agree in a Player's Standard Playing Contract to provide the remaining 20%. If a Player's Standard Playing Contract does not require the Club to pay the remaining 20%, the Club may do so on an ad hoc basis.

33.2 Injuries covered by the AFL

The AFL will pay the Player an amount equal to the Player's actual loss of income if the Player suffers a Football Injury during the Term and is unable to work for a period of 14 days or less, subject to:

- (a) the Player providing the Club and the AFL with a signed statement from the Player's employer declaring the Player's loss of income, hourly wage and that the Player did not receive any payment for the relevant period;
- (b) the Player providing the Club and the AFL a doctor's certificate certifying the Player unfit for the relevant period as a result of a Football Injury; and
- (c) the AFL and the Club being satisfied (acting reasonably) that the Player's loss of income was bona fide and caused by a Football Injury.

33.3 AFL and Club Obligations

- (a) The AFL will ensure that every Club nominates a contact person who is knowledgeable about the benefits set out in clauses 33.1 and 33.2.
- (b) The person nominated by the Club pursuant to clause 33.3(a) must assist injured Players with their claims and use best efforts to resolve such claims in a timely manner.

34. Excess Medical Costs

- (a) The Club will pay any Excess Medical Costs of the Player during the term of their Standard Playing Contract and for 18 months after the delisting of the Player, provided that:
- (i) the costs relate to a Football Injury suffered during the term of their Standard Playing Contract;
 - (ii) the Player has complied with clause 33.2 in relation to the Football Injury;
 - (iii) the Player has not obtained treatment in relation to the Football Injury from medical practitioners or other health professionals other than as notified to the AFL or the Club in accordance with this Agreement;
 - (iv) the consultations, corrective surgery or rehabilitation treatment (**Treatment**) for which the Player claims Excess Medical Costs have been notified to a Medical Officer in accordance with this Agreement;
 - (v) where the Club refers the Player for Treatment, the Club will arrange to have Excess Medical Costs invoiced directly to the Club;
 - (vi) where the Player has not been referred by the Club for Treatment:
 - (A) the Excess Medical Costs have been notified to the Club Medical Officer in writing prior to the Treatment except for emergency Treatment which shall be notified as soon as practicable, and
 - (B) the Player has applied for payment within 30 days of receiving the invoice for the specific Treatment in respect of which the Excess Medical Costs relate;
 - (vii) the Player:
 - (A) has continued to maintain the Required Health Insurance until after incurring all Excess Medical Costs; or
 - (B) had taken out the Required Health Insurance at the time of incurring the Football Injury and Player's Football Injury was covered by and fell entirely within the coverage offered by the Required Health Insurance.
- (b) A Player who is the subject of a trade between Clubs (**Traded Player**) will have their Excess Medical Costs dealt with as follows:
- (i) the Club that the Traded Player is traded from will be responsible for the Traded Player's Excess Medical Costs in accordance with this clause 34 up until and including the day of the trade being formally notified to the AFL; and
 - (ii) the Club that the Traded Player is traded to will be responsible for the Traded Player's Excess Medical Costs in accordance with this clause 34 from the day after the trade being formally notified to the AFL, subject to the original Club advising the new Club of the injury prior to the trade. If the original Club does not advise the new Club of the injury, the liability will remain with the original Club.

- (c) Where a Player is injured (whether or not such injury is a Football Injury) or becomes pregnant after the end of the applicable AFLW Season signing period, but prior to the commencement of that Players' Standard Playing Contract, provided that the Player is not otherwise in breach of the terms specified in her Standard Playing Contract, the Player will continue to be paid her Retainer in accordance with this Agreement and her Standard Playing Contract.

35. 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, training, Matches, attending official functions arranged by the AFL or the Club, undertaking an appearance arranged by the AFL or the Club or travelling to and from such activities, the Player shall be entitled to claim up to \$500,000 (or a higher amount to be agreed by the AFL and AFLPA from time to time) in accordance with the AFL's Insurance Policy, a copy of which will be provided to the AFLPA annually.

36. Set Off of Payments

Player agrees that the Club or AFL (as applicable) is entitled, to the extent permitted by law, to set off any moneys which may at any time be payable by Player to the Club or AFL on any account against any moneys which may be payable by the Club or AFL to Player.

37. Medical Standards, Injury and Illness

- (a) The Minimum Medical Standards set out in Schedule D, also known as the AFL Medical Requirements, will apply. To the extent of any inconsistency between the Minimum Medical Standards and provision in this Agreement, the Minimum Medical Standards will have priority to the extent of the inconsistency.
- (b) Each Club shall ensure that each Player at the Club is given a medical examination at the end of each AFLW Season and upon that Player's retirement or delisting and in either case as soon as possible.
- (c) Each Player agrees to and must attend such medical examination at a time and place advised by the Club.
- (d) The results of each medical examination will be provided both to the Club and the Player and shall identify any further treatment and rehabilitation for any injury identified.
- (e) The Club shall retain a copy of the medical report and shall, upon request, provide a copy to the Player. The Club shall keep the records in a secure and confidential file and to treat all such medical records as confidential information.
- (f) Without limiting any other provision of this Agreement, Club and AFL Medical Officers will not disclose details of Player's medical conditions to AFL or the Club, except as necessary in order to help to ensure a safe environment for all Players and all other AFLW participants or to comply with any contractual requirements with insurance providers.
- (g) AFL or Club may request that the Player consent to attend a medical examination and/or provide a medical history for the purposes of determining Player's fitness for recruiting and the Player will not unreasonably withhold or delay her consent. The

medical history and the report of the examination must only include information that is directly related to the Player's fitness for recruiting.

- (h) If the Player consents to attend a medical examination and/or provide a medical history for the purposes of determining Player's fitness for recruitment, then Player's medical history and report of the medical examination, as the case may be, shall be available to all other Clubs, provided that the medical history and the report of the examination must only include information that is directly related to the Player's fitness for recruiting.
- (i) A Player must immediately notify a Club or AFL Medical Officer of any medication, supplement or treatment that is prescribed for, or provided to Player by anyone other than a doctor, physiotherapist or other health professional of AFL or the Club and in accordance with the AFL Anti-Doping Code.
- (j) Without limiting clause 37(i), Players must update the Club Medical Officer on a weekly basis of all medication, supplements or treatments prescribed for, provided to, or used by that Player.
- (k) Any medication, supplement or treatment disclosed to the AFL or the Club may be recorded in a Player's individual medical file or in a register of treatments or medications in accordance with the AFL Anti-Doping Code.
- (l) Upon delisting, a Player shall be entitled to a copy of her full Club medical file at no cost to the Player.

38. AFLW Pregnancy and Parental Management Travel Policy

The AFL agrees to apply the AFLW Pregnancy and Parental Management Policy which is attached as Schedule E of this Agreement. The AFLW Pregnancy and Parental Management Policy forms part of this Agreement.

39. Player Tracking Devices

39.1 Players to wear Technology

- (a) A Player will wear a GPS Unit in a match if requested by her Club.
- (b) Players may not be required to wear any other device, that collects performance or personal data during a match without the prior written approval of AFLPA.

39.2 Use of Player Information - Broadcast

Performance data collected from Players wearing GPS Units during Matches may be provided by the AFL and/or its licensees for use in the broadcast of and commentary about Matches by Authorised Broadcasters subject to the following:

- (a) Authorised Broadcasters may only be provided with the following data collected from GPS Units worn by Players during Matches:
 - (i) visualised identified player position (no accompanying physiological data);
 - (ii) identified AFLW Team summary metrics (i.e. average speed, average/total distance including integration with captured statistics i.e. in possession, in dispute);

- (iii) identified top five (5) Players from each AFLW Team for:
 - (A) distance covered;
 - (B) average speed; and
 - (C) maximum speed,
 which data may be integrated with captured statistics; and
- (iv) identified individual play breakdown in a positive way, including Player distance covered and speed in an individual play,

(Approved Broadcaster Data).

- (b) Authorised Broadcasters will not be provided with access to the AFL Centralised Database which stores all performance data collected from Players wearing GPS Units during Matches.
- (c) Authorised Broadcasters will only be provided with Approved Broadcaster Data.

39.3 Use of Player Information - Clubs

- (a) AFLPA acknowledge and agrees that performance data collected from Players wearing GPS Units during Senior Matches may be shared between Clubs for the purposes of live match and post-match coaching and analytics subject to the following:
 - (i) Centralised Database (Open Field) – Post Game

Each Club may access the following information through a centralised database after the conclusion of the relevant Match;

 - (A) De-identified summary player workload metrics
 - (B) Data utilised for Player position and AFLW Team, rather than by individual
 - (C) Data summarised as quarter by quarter averages, excluding bench periods
 - (D) Data to be uploaded immediately post match and will be available once migrated to AFL centralised account
 - (ii) Coaching Tactical System – Live and Post Game

Each Club may access the following information through the Coaching Tactical System:

 - (A) Visual identification of player position (live and post-game)
 - (B) Home club full identified high performance metrics (live and post-game)
 - (C) Away club full identified high performance metrics (post game only – available post match)

(Approved Club Data)

- (b) The Approved Club Data will be made available:

- (i) through the Coaching Tactical System in a visual format only and shall not have the capacity to export or download raw tracking data.
- (ii) to only ten (10) authorised persons at each Club subject to those persons entering into a confidentiality deed in a form agreed by the AFL and AFLPA.

39.4 Research, Performance and Integrity Use

The Parties acknowledge that the data collected by GPS Units may be used by the AFL for research (including Laws of the Game) and integrity purposes.

39.5 No Further Use

- (a) Clubs may only use Approved Broadcaster Data or Approved Club Data for coaching review and internal purposes only. Clubs may not use Approved Broadcaster Data or Approved Club Data for any other purpose.
- (b) Clubs shall take all necessary steps to ensure that Approved Broadcaster Data and Approved Club Data within its control remains confidential other than as authorised under this Agreement.
- (c) A Club and/or an Authorised Person may be sanctioned for a breach of this clause or any term of the confidentiality deed under the AFL Rules.
- (d) Any additional use of performance data collected from Players wearing GPS Units and other devices during Matches by AFL, Authorised Broadcasters or Clubs must be approved by the AFLPA, provided that AFLPA shall act reasonably in determining whether to approve any such request.

39.6 Player has right to Information

- (a) A Player may request access to performance data collected from Players wearing GPS Units during matches and training including Approved Broadcaster Data and Approved Club Data (**Player Information**).
- (b) If requested, a Club must provide the Player with her Player Information which is held by the Club.

40. Non-Compliance

Where a 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 Club, such Club shall be liable to sanctions for each week the breach continues.

41. Contractual Grievances

- (a) Without limiting the termination rights of the parties under this Agreement or a Player's Standard Playing Contract, if a Party to this Agreement considers that another party has committed a breach, or is reasonably likely to commit a breach of this Agreement, the parties agree to submit to the grievance process set out in this clause 41.
- (b) The party with the grievance (or its representative) must lodge a written report with the other parties (either by pre-paid post or email) setting out the nature of the grievance.

- (c) Within seven (7) days of a report being lodged under clause 41(b), the aggrieved parties must meet and attempt to resolve the grievance. Player's representatives may accompany the Player at the meeting.
- (d) If the parties fail to resolve the grievance at the first meeting under clause 41(c), either party may seek to have the grievance determined by the AFL's grievance procedure in accordance with clause 39 of the AFL Men's CBA.

42. 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.

43. 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.

44. Notices

44.1 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

44.2 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.

44.3 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.

45. Amendment

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

46. 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.

47. 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.

48. 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

Lauren Cranstoun

Name of witness
(please print)



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.

Gillon McLachlan

Name of authorised representative/agent
(please print)

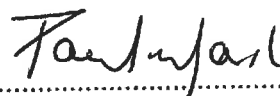
SIGNED for and on behalf of **Australian Football League Players' Association Incorporated** ABN 25 695 729 819 by its duly authorised representative/agent in the presence of:



Signature of witness

MEGAN COMERFORD

Name of witness
(please print)



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.

PAUL MARSH

Name of authorised representative/agent
(please print)

Schedule A – Player Payments and Benefits

The terms and conditions in this Schedule A are intended to be confidential. The Parties agree that this Schedule A shall not be reproduced or made publicly available without the prior written consent of the other Party, except that either Party may disclose these matters to any independent advisor or, in the case of AFLPA, to a Player.

1. Retainer – Tier Payments

The Tier Payments in each year of the Term will be as follows:

Tier	No. of Players	2020 Tier payment	2021 Tier payment	2022 Tier payment
Tier 1	2	\$29,856	\$32,077	\$37,155
Tier 2	6	\$23,059	\$24,775	\$28,697
Tier 3	6	\$19,661	\$21,124	\$24,468
Tier 4	16	\$16,263	\$17,473	\$20,239
Total Player Payments per Team		\$576,240	\$619,109	\$717,122

2. Grand Final Payments

In addition to the Tier Payments and Prizemoney set out in this Schedule, Players who are actively listed at Clubs who make the Grand Final will receive the following payments in recognition of the additional work required:

Tier	No. of Players	2020 Grand Final Payment	2021 Grand Final Payment	2022 Grand Final Payment
Tier 1	2	\$1,404	\$1,414	\$1,513
Tier 2	6	\$1,085	\$1,092	\$1,169
Tier 3	6	\$925	\$931	\$996
Tier 4	16	\$765	\$770	\$824
Total Grand Final Payments per Grand Final team		\$27,108.00	\$27,286	\$29,200

3. Prizemoney Pool

The AFL will contribute:

- (a) \$232,000 (excluding GST) in 2020 and 2021; and
- (b) \$246,500 (excluding GST) in 2022,

to the Prizemoney Pool and make payments to Clubs, subject to their participation and performance in the AFLW Finals Series, for Clubs to make prizemoney payments to their Players as follows:

Year	Losing Quarter Final Player payment	Losing Preliminary Final Player payment	Grand Final runner up Player payment	Grand Final winner Player payment
2020	\$533	\$1,067	\$1,867	\$2,667
2021	\$533	\$1,067	\$1,867	\$2,667
2022	\$567	\$1,133	\$1,983	\$2,833

4. AFLPA Operating Grant

AFL will provide the AFLPA an operating grant of \$200,000 (excluding GST) as an operating grant in relation to AFLW, in each year of the Term, payable by 30 November each year.

5. Injury Fund

AFL will provide the following additional contributions in each year of the Term to the AFL Players' Injury and Hardship Fund, in respect to Players and past AFLW players, which shall be payable by 30 November each year of the Term as follows:

- (a) \$35,000 (excluding GST) in 2020;
- (b) \$45,000 (excluding GST) in 2021; and
- (c) \$50,000 (excluding GST) in 2022.

6. Ambassador Fund

The AFL will contribute \$100,000 (excluding GST) to the Ambassador Fund in each year of the Term.

7. Player Development

- (a) The AFL will pay \$470,000 to the AFLPA by 30 November of each year of the Term to fund Player Development Programs & Services.
- (b) The AFL and AFLPA will work with the Player Development Governance Committee in reviewing and addressing the recommendations of the Deakin University research commissioned by the AFL and AFLPA in 2019 regarding development needs of Players, including considering whether additional funding is required.

8. Additional Service Agreements

- (a) The AFL must ensure that the Clubs each enter into Additional Service Agreements with Players according to the below minimum and maximum payments:

Year	Minimum payments per Club	Maximum payments per Club
2020	\$25,000	\$80,000
2021	\$30,000	\$80,000
2022	\$50,000	\$100,000

- (b) These limits (both minimum and maximum spend) exclude the two Players with the highest value Additional Service Agreements at each Club.
- (c) Each Club may agree to a two year Additional Service Agreement for a particular Player if the Player has a Standard Playing Contract with the Club of an equivalent duration.
- (d) All Additional Service Agreements will terminate on the date which is the earlier of:
 - (i) the expiry or termination of the Additional Service Agreement; or
 - (ii) the expiry or termination of that Player's Standard Playing Contract.

9. Car Parking, Transport and Accommodation

- (a) Subject to item 9(c), AFL or the Club will arrange and pay for reasonable transport and accommodation in relation to Player's required AFLW travel (including airport transfers).
- (b) AFL and Clubs will use their respective best endeavours to provide Player with access to off-street, complimentary car parking at Matches and Club Sessions attended by the Player and to provide appropriate security when Player is travelling to and from the Player's Club rooms on Match day when necessary.
- (c) The AFLPA on behalf of all Players acknowledges that the AFL and the Club will not be required to pay for Player's parking, transport or accommodation costs or expenses should Player unreasonably choose to undertake personal arrangements outside AFLW arrangements provided by the Player's Club pursuant to this Agreement.
- (d) For the avoidance of doubt, Players will be reimbursed for all reasonable travel costs incurred in connection with travel to Matches to which the Player is required to travel.

10. Match Tickets

Clubs will:

- (a) make arrangements to enable Player to receive four (4) general admission tickets to be used at any ticketed Match at which Player's AFLW Team is competing during the AFLW Season; and
- (b) make arrangements to enable Player to receive one (1) ticket to any home match at which the Player's Club's AFL Men's team is competing during the AFL Men's (excluding the AFL Men's competition finals series); and

- (c) subject to availability, make arrangements to enable Player to receive one (1) ticket to any away match at which the Player's Club's AFL Men's team is competing during the AFL Men's (excluding the AFL Men's competition finals series).

11. Leave – Annual Leave

11.1 End of AFLW Season leave

Player further acknowledges and agrees that Player will be required to take annual leave commencing Monday of the second week following the Grand Final and that the Payment and other aspects of this Agreement have been determined on this basis.

11.2 Holiday Leave

Players shall receive one week of Leave over the Christmas and New Year period (**Holiday Leave**). The Holiday Leave period will operate between the Monday through Sunday of the week in which Christmas Day falls in each year of the Term.

12. Relocation Allowance

- (a) A Relocation Allowance of up to \$5,000 (excluding GST) (**Relocation Allowance Cap**) will be provided by Clubs to Players who are eligible in accordance with clause 22 to cover actual costs of:
 - (i) removal/storage of household goods;
 - (ii) temporary accommodation for up to four (4) months, so long as the Player is in temporary accommodation and making reasonable and sustained efforts to buy or lease permanent accommodation as soon as possible;
 - (iii) if the Player is selected by their Club through any process other than being traded, up to \$3,000 of the Relocation Allowance Cap may be provided to the Player as a living allowance based on actual costs; and
 - (iv) if the Player is selected by their Club through any process other than being traded, up to \$2,000 of the Relocation Allowance Cap may be provided to the Player for the reimbursement for purchase of essential household goods based on actual costs.
- (b) Where a Player is eligible for relocation support but determines to not relocate, the Club can agree to provide the Player with a petrol subsidy in lieu of relocation support of up to \$2,000 (excluding GST) as a once-off payment.
- (c) Clubs may also provide Players who are eligible in accordance with clause 22 to cover actual costs, not to be included in the Relocation Allowance Cap, of:
 - (i) transport to the new location and return to the Player's original location at the end of the Players' Standard Playing Contract with that Club;
 - (ii) connection of utilities; and
 - (iii) loan for security deposit.
- (d) Clubs may also provide Players who are eligible in accordance with clause 22 and who are relocating to Australia from countries outside Australia, not to be included in the Relocation Allowance Cap, for each year of participation in AFLW Competition:

- (i) costs associated with a visa if required for the Player to participate in the AFLW Competition;
- (ii) demonstrated difference in the cost of health insurance for an international Player compared to a domestic Player; and
- (iii) return flights to and from Australia from the Player's ordinary place of residence.

13. Additional appearance payments

Any additional appearances by Players in each of the following Tiers conducted in accordance with this Agreement and the Standard Playing Contract will be remunerated on an hourly basis calculated using the following rates:

Year	2020	2021	2022
Tier 1	\$170.00	\$180.00	\$180.00
Tier 2	\$127.50	\$135.00	\$135.00
Tier 3	\$127.50	\$135.00	\$135.00
Tier 4	\$106.25	\$112.50	\$112.50

14. Accommodation and Meals

- (a) Clubs will provide Players with meals after evening Club Sessions. Clubs may require Players to meet the cost of such a meal, or the Club will incur the cost of Player meals themselves.
- (b) Clubs must arrange for Players to be provided with accommodation at the Club's cost after evening training when the Club and Player agree that it is unsafe for them to travel home in accordance with the Accommodation Guidelines.

15. Debut Match Hospitality

Clubs may elect to provide Players with two economy airfares and overnight accommodation for two family members or support persons of a Player to attend that Player's debut Match.

16. Access to Facilities

Players who have signed a contract offer form for the an upcoming AFLW Season will be provided access to Club fitness facilities outside of the Players' contract period, subject only to facility availability.

Schedule B – Broadcaster Access Policy

- (a) Players must at all times observe and comply with the Broadcaster Access Policy.
- (b) Subject to any legally enforceable agreements in place at the date of execution of this Agreement, Players will not during the Term, enter into any arrangements with any person, corporation or entity designed to or which have the effect of restricting or limiting Players' participation in any media interview or Players' general availability to all sections of the media. For the avoidance of doubt, Players may contract with any media organisation so long as such contract does not preclude that Player from appearing on or in any other media.
- (c) The parties acknowledge that the Broadcaster Access Policy will require Players to make themselves available for:
 - (i) mid-week interviews in the 30 minutes immediately prior to or after a Club Session; and
 - (ii) a Pre-Season session with Authorised Broadcasters for the purpose of taking footage of the Player for use in Match broadcasts; and
 - (iii) a session, on a date to be agreed for the purpose of taking footage for use in coverage of AFLW Events, including the AFLW end of AFLW Season awards and AFLW draft;
 (together, **Interviews**).
- (d) Subject to paragraph (g) of this Schedule B, unless otherwise agreed between the Player, the Club and the relevant Authorised Broadcaster, the maximum number of Interviews which the Player may be required to perform under the Broadcaster Access Policy will be three (3), or up to four (4) if the Player is participating in the Grand Final. For the avoidance of doubt, the Player may agree to participate in additional interviews requested by Authorised Broadcasters where the Player decides to do the interview because of the potential benefit to the Player, the Player's Club, the Player's teammates or the promotion of AFLW or Australian Football generally.
- (e) Players will receive credit for Interviews towards appearances as follows:
 - (i) if the Player performs three (3) interviews under the Broadcaster Access Policy, the Player will be given two (2) hours credit towards the Player's appearances; and
 - (ii) subject to paragraph (f) of this Schedule B, if the Player is required to perform an Interview outside of the period of 30 minutes immediately prior to or after a Club Session, then the Player will be given two (2) hours credit towards that Player's appearances.
- (f) If paragraph (e)(ii) of this Schedule B applies, the relevant Interview will not count towards the maximum number of Interviews referred to in paragraph (d) of this Schedule B.

Except where otherwise agreed by the Player, the Player will not be required to perform an Interview unless the Authorised Broadcaster has provided notice no later than 5pm on Sunday in the week prior to the Interview.

Schedule C – Standard Playing Contract

2020 AFL Women's

STANDARD PLAYING AGREEMENT

Please Note: This is a binding contract. AFL and the Club recommend that Player seeks independent advice before signing this Agreement.

.....

Player Name

.....

Club

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PLAYING AGREEMENT

Date:

BETWEEN Australian Football League ACN 004 155 211 of AFL House, 140 Harbour Esplanade, Docklands in the State of Victoria (**AFL**)

AND _____ of _____
(Player)

AND _____ of _____
(Club)

Background

- A. AFL conducts Australian Football competitions, development programs and associated events which generate substantial public following and goodwill.
- B. AFL determines the AFLW Rules from time to time. The AFLW Rules are binding on Player and the Participating Clubs.
- C. The Club is licensed by the AFL to field the AFLW Team in the AFLW.
- D. The Player is a skilled Australian Football player.
- E. AFL and the Club wish to contract with each other and Player on the terms and conditions set out in this Agreement.
- F. The AFLPA is the representative body of the Players participating in the AFLW.
- G. The AFL and the AFLPA have entered into a CBA.
- H. The AFL, the AFL Club and all Players are bound to observe and implement the relevant provisions of the CBA.
- I. The provisions of the CBA shall prevail over any inconsistent provision in this Agreement.
- J. Player has agreed to enter this Agreement with the Club and AFL.

1. Definitions and Interpretation

Unless the contrary intention appears in this Agreement, words in this Agreement shall have the same meaning as described in the CBA.

1.1 Definitions

AFL means the Australian Football League ACN 004 155 211;

AFL Competition means the premier men's Australian Football competition conducted by the AFL currently known as the "AFL";

AFLPA means the Australian Football League Players' Association ABN 25 695 729 819;

AFLW means the premier women's Australian Football competition conducted by the AFL currently known as the Australian Football League Women's competition or "AFLW";

AFL Illicit Drugs Policy means the Illicit Drugs Policy to which AFLW players will be bound, as agreed by the AFL and AFLPA from time to time;

AFL Medical Requirements means the AFL Medical Requirements agreed by the AFL and AFLPA as amended from time to time;

AFLW Rules means the:

- (a) constitution of AFL (which at the date of this Agreement comprises the Memorandum and Articles of AFL);
- (b) Laws of Australian Football;
- (c) AFLW Competition Rules;
- (d) rules, regulations, policies, guidelines, codes and codes of conduct of the AFLW as made or prescribed by AFL; and
- (e) any resolutions or determinations that may be made, passed or prescribed by AFL in relation to the AFLW or Participating Clubs,

in each case as presently constituted and as amended or determined from time to time;

AFLW Team means the team which the Club is licensed to field in the AFLW;

Agreement means this standard playing agreement and any Schedules to this Agreement;

ASADA means the Australian Sports Anti-Doping Authority;

Australian Football means the game played in accordance with the Laws of Australian Football;

CBA means the Collective Bargaining Agreement known as the "AFL / AFLPA Collective Bargaining Agreement 2019-2022";

Club means the AFL Club party to this Agreement and that has been granted a licence to field a team in the AFLW;

Club Health Care Provider means a Health Care Provider employed or engaged by the Club;

Commencement Date means 1 November 2019;

Controller means the person(s) appointed by AFL to act as controller of the AFLW Team with various powers as conferred by AFL including all the powers conferred upon a controller under the *Corporations Act 2001* (Cth);

Expiry Date means 31 May 2020;

Health Information has the meaning given to it in accordance with the *Privacy Act 1988* (Cth);

Intellectual Property Rights means all present and future intellectual and industrial property rights conferred by statute, at common law or in equity and wherever existing, including:

- (a) patents, inventions, designs, copyright, trade marks, brand names, product names, domain names, rights in circuit layouts, plant breeder's rights, know how, trade secrets and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration;
- (b) any application or right to apply for registration of any of these rights;
- (c) any registration of any of those rights or any registration of any application referred to in paragraph (b); and
- (d) all renewals, divisions and extensions of these rights.

Participating Club means an AFL club licensed by the AFL to field a team in the AFLW;

Personal Information has the meaning given to it in the *Privacy Act 1988* (Cth) as amended from time to time and includes Health Information;

Personnel means in relation to a person, all individuals, directors, officers, employees, coaches, staff, officials, volunteers, agents, consultants, service providers, specialists and other personnel of that person;

Player means the player party to this Agreement contracted to play for the Club's AFLW Team in accordance with this Agreement;

Playing List means the list of players from which the Club selects certain players to field its team in a Match;

Policies means:

- (a) AFLW Code of Conduct/Personal Conduct Policy as agreed by the AFL and AFLPA;
- (b) AFL Anti-Doping Code;
- (c) AFL Respect & Responsibility Policy;
- (d) AFLW Pregnancy and Parental Management Travel Policy as agreed by the AFL and AFLPA;
- (e) Gender Diversity Policy - AFLW and AFL;
- (f) AFL Social Media Policy;

- (g) AFL Anti–vilification and Discrimination Policy; and
- (h) any other policies reasonably established by the AFL (in consultation with the AFLPA) from time to time, provided such policies are not inconsistent with relevant terms of this Agreement.

Schedule means a schedule to this Agreement;

Term means the term of this Agreement as set out in clause 2 of this Agreement;

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) the index (if any) and the headings are used for convenience only and do not affect the interpretation of this Agreement;
- (c) a reference to a thing includes a reference to a part of that thing;
- (d) a reference to a document includes the document as modified from time to time and any document replacing it;
- (e) the word "person" includes a natural person and anybody or entity whether incorporated or not;
- (f) a reference to a business day means a day on which banks are open for retail banking business other than a Saturday or Sunday in Melbourne, Victoria, Australia and if something is to be done on a day which is not a business day then that thing must be done on the next or following business day;
- (g) a reference to any statute, proclamation, rule, regulation or ordinance includes any amendments, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, regulation or ordinance replacing it. A reference to a specified section, clause, paragraph, schedule or item of any statute, proclamation, rule, regulation or ordinance means a reference to the equivalent section of the statute, proclamation, rule, regulation or ordinance which is for the time being in force;
- (h) money amounts are stated in Australian currency unless otherwise specified; and
- (i) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted renamed or replaced or has its powers or functions removed ("defunct body"), means the agency or body which performs most closely the functions of the defunct body.

1.3 Express incorporation of CBA

The terms and conditions contained in the CBA are expressly incorporated into this Agreement and shall be read as if they are terms and conditions of this Agreement. Unless specifically provided to the contrary, where a term or condition of the CBA is inconsistent with any term or condition contained in this Agreement, the term or

condition of this Agreement shall be read down or severed from this Agreement to the extent necessary to remove the inconsistency.

2. Term

This Agreement commences on the Commencement Date and, subject to the terms of this Agreement, expires on the Expiry Date.

3. Player's Obligations

Without limiting any other provision of this Agreement, Player agrees:

- (a) to play in the Club's AFLW Team to the best of Player's skill and ability and be available for each Match which the AFLW Team participates in;
- (b) subject to the CBA, to attend all Club Sessions;
- (c) to obey all reasonable instructions, policies and directions of the Senior Coaches, Chief Executive, General Managers, Football Managers and Board of Directors/Management of Club and AFL, including preparation for Club Sessions, Matches, Appearances and behaviour and dress;
- (d) to play in all Matches in which Player is selected to or directed by Club to play unless Player is ruled unfit to play by a Medical Officer;
- (e) to comply with all reasonable requirements of AFL relating to Player's obligations under this Agreement and obligations reasonably incidental to this Agreement including attendance at Appearances and in relation to behaviour and dress;
- (f) not to enter into any contract, agreement, arrangement, understanding or option to play Australian Football for a Participating Club except in accordance with the AFLW Rules or as otherwise approved in writing by the Club and the AFL;
- (g) not to enter into any discussion, negotiation, contract, agreement, arrangement, understanding, or option which would prevent Player (or which gives Player or a Participating Club, company, person or entity the right to prevent Player) from complying with Player's obligations under this Agreement;
- (h) during the Term, to do what is necessary to obtain and maintain the best possible physical condition reasonably expected of a high performance elite athlete so as to render the most efficient and effective service to the Club, the AFLW Team and the AFLW;
- (i) to wear only such items of official playing apparel and equipment and devices as may be approved by or prescribed by the AFL or Club in accordance with the AFLW Rules:
 - (i) provided that such items and official playing apparel are reasonably suitable to the Player to enable the Player to perform Player's obligations under this Agreement; and
 - (ii) subject to the Tools of Trade provision in the CBA; and

- (j) to submit to a complete physical examination upon the request of the Club and at the Club's expense prior to the start of the Season.

4. Restraints of Trade

Player acknowledges and agrees that any restrictions in this Agreement (including pursuant to ancillary documents such as the AFLW Rules) including without limitation, restrictions on the freedom of Player to transfer from one Participating Club to another, and restrictions on payment the Club or AFL may give or apply for the benefit of Player or an associate of Player are necessary and reasonable for the purpose of protecting the legitimate interests of the AFL, the Club, the Participating Clubs and the AFLW.

5. Payment

- (a) The Club will pay to Player the Payment into the Player's nominated bank account in accordance with clause 7 of the CBA, and the applicable amounts payable to the Player's tier set out in Schedule 1 and any relocation allowance specified in Schedule 1.
- (b) Player further acknowledges and agrees that:
 - (i) all Payment amounts payable to Player in accordance with this Agreement will be inclusive of superannuation as applicable. Where required by law, Club will pay into Player's nominated superannuation fund (or where no fund is nominated, into the AFL's default superannuation fund) such amounts required to be paid from time to time in order to comply with any legislated superannuation obligations.
 - (ii) Club or AFL (as applicable) may request reimbursement of, or deduct from, any Payment due to be made to Player pursuant to this clause 5 such amounts AFL is required to deduct by reason of any law, including PAYG taxation instalment deductions.
 - (iii) Club or AFL (as applicable) may also request reimbursement of, or deduct from (to the extent permitted by law), Payment:
 - (A) such amounts as Player agrees in writing are owing to AFL or the Club; and
 - (B) any outstanding fines that have been properly imposed against Player (including fines imposed under AFLW Rules and Policies).

6. No Extra Claims

- (a) Player will receive leave entitlements in accordance with the National Employment Standards under the *Fair Work Act 2009* (Cth).
- (b) Player acknowledges that the Payment is paid in satisfaction of all statutory entitlements including salary and payment of leave entitlements taken during the Term.
- (c) Subject to AFL and the Club complying with the terms this Agreement, Player undertakes not to make any claims whatsoever in respect of Player's terms and conditions of employment or the matters dealt with by this Agreement.

7. Rules and Policies

7.1 Bound by AFLW Rules and Club Rules

- (a) Player must at all times and in all respects comply with and observe:
 - (i) the AFLW Rules;
 - (ii) the Club Rules; and
 - (iii) the Policies.
- (b) To the extent of any inconsistency between the AFLW Rules and the Club Rules, the inconsistency shall be resolved by giving priority to the AFLW Rules.
- (c) To the extent of any inconsistency between any of the AFLW Rules, Club Rules or Policies, and this Agreement or the CBA, the inconsistency shall be resolved by giving priority to the CBA and this Agreement.

7.2 Bound by AFL Policies

- (a) Player acknowledges that the Policies and AFLW Rules contain important rules regarding betting, match fixing and corruption which are designed to protect the integrity of Australian Football, and that, if those rules are contravened, Player is likely to be subject to penalties including fines and suspension.
- (b) Player acknowledges and agrees that Player may be subject to drug testing (performance enhancing and illicit) under the AFL Anti-Doping Code and the AFL Illicit Drugs Policy (to the extent that it applies to Players) or other codes in place, as applicable, from time to time, and in accordance with such, Player acknowledges and accepts that Player may be subject to drug testing conducted by the ASADA, or any other agency appointed by AFL.
- (c) Player agrees to submit herself from time to time to a drug test (including without limitation a hair, blood or urine sample) at the request, expense and under the direction of Club or AFL as set out in the applicable Policy or in accordance with the AFLW Rules. Player agrees to provide all reasonable assistance to, and comply with all directions of Club, AFL and ASADA in accordance with the AFL Anti-Doping Code.

7.3 Equalisation measures

Player and Club acknowledge that:

- (a) the AFLW Rules may:
 - (i) restrict how Participating Clubs recruit or select players onto a Playing List;
 - (ii) restrict the freedom of players to transfer from one Participating Club to another;
 - (iii) place a cap on the total football payments that a Participating Club may give to, or apply for the benefit of, its players and provide for AFL to obtain information as to payments made to Player and their associates; and

- (iv) restrict the size of the Playing List of each Participating Club.
- (b) the restrictions set out in the AFLW Rules and referred to without limitation in clause 7.3(a) are necessary and reasonable for the purpose of:
 - (i) protecting and promoting the AFLW;
 - (ii) achieving an even and well matched AFLW;
 - (iii) ensuring that the AFLW is properly organised and well administered;
 - (iv) achieving the financial stability of the AFLW and the Participating Clubs; and
 - (v) encouraging Participating Clubs to support junior development of players to support the future of the competitions; and
- (c) the Club is bound by certain AFLW Rules and Player agrees not to do any act which may, or will, cause the Club to be in breach of those AFLW Rules.

7.4 Fines and Suspensions

- (a) Further to clauses 7.1, 7.2 and 7.3, Player acknowledges that AFL has the right to fine and suspend or otherwise discipline or sanction Player for violations of any rule or provision of the AFLW Rules or Policies, subject to the AFLW Rules or Policies (as applicable).
- (b) Any failure by Player to comply with any sanction or fines imposed in accordance with clause 7.4(a) will be deemed a default by Player under this Agreement after all rights to challenge the sanction and/or fine have been exhausted or waived in accordance with the AFLW Rules.

8. Loss of AFLW Club Licence

- (a) If the Club loses its licence to compete in the AFLW or the AFLW Team is suspended from, or loses its right to representation in, the AFLW:
 - (i) the Club will ensure Player is released and will pay all outstanding payments due to Player under this Agreement; and
 - (ii) Player agrees to assign or novate to AFL (or its nominee) this Agreement and any agreement, arrangement, deed or contract which Player has entered into with the Club.
- (b) Player acknowledges that if Club defaults under its AFLW licence agreement with AFL, AFL has a right to appoint a Controller of the AFLW Team (subject to that licence agreement) who will have all the powers in respect of the AFLW Team that are legally possible for a person to have as though the Controller were the absolute owner of the AFLW Team and acting in Club's personal capacity.
- (c) Player acknowledges that if AFL appoints a Controller, this Agreement will remain in full force and effect and Player agrees to comply with all reasonable directions of the Controller including a request to take up employment with a Participating Club nominated by AFL.

9. Collective Bargaining Agreement

9.1 Club to Comply

The Club agrees with the AFL and the Player to observe and comply with each and all of the provisions of the CBA which require the Club to take or do or refrain from taking or doing any action, matter or thing, and in particular but without limitation the Club shall:

- (a) enter into contracts with Players only in the form prescribed from time to time by the AFL and AFLPA provided that all such contracts shall incorporate the provisions of the CBA;
- (b) do all things necessary to assist the AFL to cure any default under any notice received from the AFLPA in respect of the Club's non-compliance with any provision of the CBA;
- (c) pay to the Player and each of its other Players the fixed payments (if applicable) or not less than the minimum payments and observe the terms and conditions of employment set out in the CBA; and
- (d) notify the AFLPA from time to time of the protected sponsors of the Club.

9.2 Player to comply

The Player agrees with the AFL and the Club to observe and comply with the provisions of the CBA which require the Player to take or do or refrain from taking or doing any action, matter or thing, and in particular but without limitation the Player shall:

- (a) not make any extra claims in respect of the terms and conditions of employment and the matters dealt with by the CBA; and
- (b) ensure that all football payments are fully and correctly recorded and referred to in this Agreement.

10. Assignment of Intellectual Property Rights

- (a) To the extent AFL does not own the Intellectual Property Rights, Player assigns to the AFL all Intellectual Property Rights Player holds, or may hold, in connection with:
 - (i) AFL's or Club's use of Player's Image in accordance with the CBA; and
 - (ii) Appearances.
- (b) Player agrees to do all acts necessary including execute all documents to give effect to the assignment of all Intellectual Property Rights in and to the Player's Image under this Agreement.

11. Notification of Illness and Injury

In addition to Player's obligations in accordance with clause 12 and the AFLW Pregnancy and Parental Management Travel Policy:

- (a) Player warrants that as at the date of signing this Agreement, Player either:

- (i) is not suffering, and has not suffered from, any condition, illness or injury or other ailment of which Player is reasonably aware, which may render Player incapable of performing Player's obligations pursuant to this Agreement; or
 - (ii) has made the Club aware of any condition, illness or injury or other ailment which may render Player incapable of performing Player's obligations pursuant to this Agreement as soon as practicable after the Player has become aware of any such condition, illness or injury or other ailment.
- (b) Player undertakes that upon becoming aware that Player is, or is reasonably likely to be, suffering any condition, illness, injury or other ailment which will, or is likely to, affect the performance of Player's obligations pursuant to this Agreement Player will notify (in writing, where practicable) a Club or AFL Medical Officer of the details of Player's condition, illness, injury or other ailment.
 - (c) Player will, on request by the Club or AFL, complete any reasonable examination required by the Club or AFL concerning the medical condition of Player.
 - (d) If required by the Club or AFL, Player will submit to a Club or AFL Medical Officer a medical certificate obtained by an accredited medical practitioner declaring Player fit to participate in the AFLW and perform Player's obligations pursuant to this Agreement.
 - (e) Player agrees to comply with the Club's or AFL's request for Player to obtain an independent medical opinion in respect of Player's fitness to participate in the AFLW and perform Player's obligations under this Agreement. Player agrees to comply with all reasonable recommendations of such opinion in accordance with the AFL Medical Requirements.
 - (f) Without limiting any other provision of this Agreement, Club and AFL Medical Officers will not disclose details of Player's medical conditions to AFL or the Club except as necessary in order to help ensure a safe environment for all players and all other AFLW participants and to comply with any contractual requirements with insurance providers.

12. Pregnancy

Player must at all times and in all respects comply with and observe the AFLW Pregnancy and Parental Management Travel Policy.

13. Release and Indemnity

- (a) Player releases each of AFL, the Club, all Personnel of the AFL and the Club and all other players (including AFL and AFLW players) from all liability in connection with any loss or injury suffered by Player in connection with Player's:
 - (i) failure to comply with any provision of clause 16, clause 17 or the AFLW Pregnancy and Parental Management Travel Policy; or
 - (ii) participation in any Club Session or any form of training, activity, Appearance or match of Australian Football contrary to the reasonable recommendation of a Medical Officer.

- (b) Player agrees to indemnify each of the AFL, the Club, all Personnel of the AFL and the Club and all other players against any loss arising from or in connection with the Player's pregnancy which Player or any foetus or child carried by Player (and/or its successors or assigns) may incur, or any claim made, in connection with Player's participation whilst pregnant in any Club Session or any form of training, activity, Appearance or match of Australian Football.

14. Eligibility

Player acknowledges that AFL will determine decisions regarding eligibility for the AFLW in accordance with applicable laws.

15. Medical Advice and Treatment

- (a) Player may obtain medical or health related advice and treatment from a person subject to the provisions of this clause 15.
- (b) Subject to clause 15(c) and 15(e) Player agrees not to obtain medical or health-related treatment (other than pure advice) in connection with any Football Injury (or any injury that is reasonably likely to affect the Player's ability to perform Player's obligations pursuant to this Agreement) other than from medical practitioners, physiotherapists, dieticians or other health professionals who have been approved in writing by the Club or AFL.
- (c) Subject to clause 15(e), if a treatment is reasonably likely to affect Player's ability to perform Player's obligations pursuant to this Agreement, Player will be required to obtain the approval of AFL or the Club before proceeding with the treatment.
- (d) Subject to clause 15(e), AFL or Club may revoke any approval given by it under clauses 15(b) or 15(c) at any time by notice in writing to Player.
- (e) The AFL Medical Requirements will apply. To the extent of any inconsistency between the AFL Medical Requirements and this clause 15, the AFL Medical Requirements will have priority to the extent of the inconsistency.
- (f) AFL or Club may request that the Player consent to attend a medical examination and/or provide a medical history for the purposes of determining Player's fitness for recruiting and Player will not unreasonably withhold or delay her consent.
- (g) If Player consents to attend a medical examination and/or provide a medical history for the purposes of determining Player's fitness for recruitment, then Player's medical history and report of the medical examination, as the case may be, shall be available to all other Participating Clubs.
- (h) Player must immediately notify a Club or AFL Medical Officer of any medication, supplement or treatment that is prescribed for, or provided to Player by anyone other than a doctor, physiotherapist or other health professional of AFL or the Club and in accordance with the AFL Anti-Doping Code.
- (i) Without limiting clause 15(h), Player must update the Club Medical Officer on a weekly basis of all medication, supplements or treatments prescribed for, provided to, or used by Player.

- (j) Any medication, supplement or treatment disclosed to the AFL or the Club may be recorded in Player's individual medical file or in a register of treatments or medications in accordance with the AFL Anti-Doping Code.

16. Privacy Consent and Acknowledgement

- (a) Without limiting AFL's right to lawfully obtain, use and disclose Player's Personal Information, Player specifically consents to the AFL disclosing Personal Information about Player to the following third parties and the following third parties disclosing Personal Information about Player to the AFL for the purpose of preventing, detecting, deterring and investigating Anti-Doping Rule Violations and gambling rule violations in the AFLW:
 - (iii) Australian Sports Anti-Doping Authority;
 - (iv) wagering service providers who have information sharing agreements with the AFL; and
 - (v) law enforcement agencies who have information sharing agreements with the AFL.
- (b) For the avoidance of doubt, the Player does not consent to information disclosed under sub-clause (a) being used for other purposes.
- (c) For the purposes of this clause 16, "Anti-Doping Rule Violation" has the same meaning as in the AFLW Rules and "gambling rule violation" means a breach of AFL Regulation 19A.

17. Health Information

17.1 General Authorisation Regarding Health Information

While Player is employed by the Club, Player authorises:

- (a) the Club Doctor to obtain any information considered directly relevant, from any Health Care Provider who Player has consulted or will consult at the cost of the Club, in respect of a Condition which may in any way affect the Player's training or performance in playing Australian Football; and
- (b) each such Health Care Provider to provide and release any information considered directly relevant to the Club Doctor.

17.2 Consent for Disclosure of Health Information

- (a) Player agrees that the Club Doctor may disclose any information relating to a Condition of Player:
 - (i) to ASADA, where the information is relevant to the administration and enforcement of the AFL Anti-Doping Code; or
 - (ii) to the media and the AFL, where the information relates to a physical injury sustained in the course of training or playing Australian Football, provided that only information of a general nature may be given.

- (b) Except where otherwise provided for in this Agreement, information relating to a Condition of Player may only be disclosed in accordance with the requirements of privacy legislation or health records legislation or with the explicit and contemporaneous consent of Player.

17.3 Consent for Use Of Injury Data For Research Purposes

Player agrees to the following matters:

- (a) the Club Doctor disclosing Player's injury data to the AFL's Injury Survey convenor;
- (b) the collection and storage of Player's injury data by the AFL's Injury Survey convenor;
- (c) the use of de-identified injury data by the AFL's Injury Survey convenor to produce statistics in relation to injuries sustained by players in the course of training or playing Australian Football;
- (d) the disclosure of Player's injury data by the AFL's Injury Survey convenor to the AFL's Total Player Payments Department and a researcher for the purposes of a research project that has been specifically approved by the AFL Doctors' Association and AFLPA, provided that:
 - (i) the identity of Player will not be published by the researcher; and
 - (ii) Player's injury data will be returned or destroyed at the conclusion of the research; and
- (e) Player being contacted by approved researchers regarding further study into specific injuries of interest (however, further participation in any specific follow-up study will be completely at Player's discretion).

17.4 Definitions

In this clause 17:

Club Health Care Provider means a Health Care Provider employed or engaged by the Club.

Club Doctor means the medical practitioner appointed as the Club Doctor by the Club.

Condition means any illness, injury or physical or mental condition.

Health Care Provider includes (without limitation) doctors, specialists, consultants, psychologists, physiotherapists and other qualified therapists or practitioners who provide services related to physical or mental health.

Health Information has the same meaning as in the *Privacy Act 1988* (Cth).

Injury Data in relation to a Player means Health Information or injury data regarding any injury sustained by the Player while training or playing Australian Football.

17.5 Requirement to Give Effect

Player agrees to sign, execute or otherwise deal with any document that may be necessary to give effect to clauses 17 and 18. The form of such document is to be approved by the AFLPA, but such approval must not be unreasonably withheld or delayed.

18. Unavailability

If at any time during the Term Player is unable to play Australian Football for the Club as a result of suspension by the AFL Tribunal or AFL Appeal Board (or its equivalent), or deregistration by the AFL, the Club may reduce all such Payments to which the Player would have otherwise been entitled in respect of such period of suspension or deregistration by 50% of Player's Retainer for that period of suspension or deregistration.

19. Set Off of Payments

Player agrees that the Club or AFL (as applicable) is entitled, to the extent permitted by law, to set off any moneys which may at any time be payable by Player to the Club or AFL on any account against any moneys which may be payable by the Club or AFL to Player.

20. Player Warranties

Player warrants that:

- (a) Player has not unlawfully terminated or repudiated, and undertakes not to unlawfully terminate or repudiate, any agreement between Player and any other person, any of the provisions of which would have prevented or hindered Player, or would have given Player or anyone else the right to prevent or hinder Player, from entering into or complying with any of the provisions of this Agreement; and
- (b) Player has not entered into, and undertakes not to enter into, any agreement or understanding, any of the provisions of which, would prevent or hinder Player, or give Player or anyone else the right to prevent or hinder Player from entering into or complying with any of the obligations which Player is obliged to perform under any of the provisions of this Agreement.

21. Conflicts of Interest

Player agrees to use best endeavours to avoid any actual conflict of interest in terms of Player's obligations to the Club or AFL and to notify the Chief Executive Officer of the Club in writing immediately upon becoming aware of any such conflicts. The parties acknowledge that Player's reasonable work or study commitments that have been notified in writing at least five (5) days in advance to the Club and approved by the Club and the AFL shall not constitute an actual or perceived conflict of interest pursuant to this clause 21.

22. Termination

This Agreement may be terminated by:

- (a) the Club or AFL:
 - (i) by providing one week's notice in writing if Player commits a material breach under this Agreement and the breach continues for a period of fourteen (14) days after notice in writing is given to Player requiring the breach to be remedied; or
 - (ii) immediately by notice in writing if Player has engaged in serious or wilful misconduct or is convicted of a serious criminal offence.
- (b) AFL:
 - (i) by providing one week's notice to Player in writing if the Club's AFLW licence is terminated;
 - (ii) by providing one week's notice to Player in writing if a Controller is appointed by the AFL to the Club's AFLW Team; or
 - (iii) subject to clause 22(a)(ii), by providing one week's notice to Player in writing if Player has breached the AFLW Rules, Club Rules or Policies under clause 7 (and where such rules and policies permit the AFL to terminate this Agreement as a result of such breach);
- (c) Player, subject to Player providing one week's notice in writing if the Club or AFL commit a material breach of this Agreement and the breach continues for a period of fourteen (14) days after notice in writing is given by Player requiring the breach to be remedied; and
- (d) the Club or Player subject to the provision of one week's notice in writing, if Player is at any time during the term of this Agreement removed from the Playing List.

23. Notices

- (a) Notices under this Agreement may be delivered by hand, by mail or electronic mail to the addresses of the relevant party specified in this Agreement or such other address as notified by a party to the other parties.
- (b) Notice will be deemed given:
 - (i) in the case of hand delivery, if delivered, on the day of delivery if delivered before 5.00 pm on a business day, otherwise on the next business day;
 - (ii) if sent by mail, on the day of actual delivery if delivered before 5.00 pm on a business day, otherwise on the next business day; or
 - (iii) 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.

24. General

25.1 Entire Agreement

- (a) This Agreement, in conjunction with the CBA, contains the entire understanding between the parties concerning the subject matter of the Agreement and supersedes all prior communications between the parties.
- (b) Each party acknowledges that, except as expressly stated in this Agreement, they have has not relied on any representation, warranty or undertaking of any kind made by or on behalf of the other party in relation to the subject matter of this Agreement.

25.2 Severability

If any provision of this Agreement is or becomes wholly or partly invalid or unenforceable then, from the date of the invalidity or unenforceability:

- (a) if the offending provision can be read down to make it valid and enforceable without materially changing its effect, it must be read down to the extent necessary to achieve that result; and
- (b) otherwise:
 - (i) the offending provision must be severed from this Agreement and the remaining provisions will operate as if the severed provision had not been included; and
 - (ii) the parties must negotiate in good faith to replace the severed provision with one that is valid and enforceable and provides as near as possible the same effect as the severed provision.

25.3 No Wavier

- (a) A provision of, or a right created by this Agreement may not be waived except in writing signed by the party granting the waiver.
- (b) A failure, delay, relaxation or indulgence by a party in exercising any power or right conferred on the party by this Agreement does not operate as a waiver of the power or right. A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Agreement. A waiver of a breach does not operate as a waiver of any other breach.

25.4 Assignment

Neither party may assign, novate, transfer, encumber or otherwise deal with any of its rights, interests or obligations under this Agreement without the prior written consent of the other parties unless otherwise specified in this Agreement.

25.5 Successors and Assigns

This Agreement binds and benefits the parties and their respective successors and permitted assigns.

25.6 Variation

This Agreement cannot be amended or varied except in writing signed by the parties.

25.7 Governing Law and Jurisdiction

This Agreement shall be governed by the law of Victoria and the parties agree to submit to the jurisdiction of the Courts of Victoria and the Commonwealth of Australia.

25.8 Merger

The rights and obligations of the parties expressed to continue beyond the expiration or termination of the Agreement shall continue in full force and effect and shall not merge upon completion.

25.9 Costs

Each party must pay its own legal costs of and incidental to the preparation and completion of this Agreement.

25.10 No Adverse Construction

A provision of this Agreement is not to be construed to the disadvantage of a party because that party was responsible for its preparation or its inclusion in the Agreement.

25.11 Survival of Agreement

The covenants, conditions and provisions of this Agreement which are capable of having effect after the expiration or termination of this Agreement shall remain in full force and effect following the expiration or termination of this Agreement.

25.12 Changes to AFLW

The Player acknowledges that AFL and the AFLW are undergoing, and will undergo, change and that AFL may make such changes to its structure or organisation and to the AFLW as AFL thinks fit. Player shall have no claim against AFL or Club by reason of any changes so made by AFL to its structure, organisation or to the AFLW save as set out in this Agreement.

25.13 Inconsistency

In the event of an inconsistency between this Agreement and any of the documents incorporated by reference in this Agreement, the inconsistency shall be resolved in favour of this Agreement to the extent of the inconsistency.

Schedule 1

Payment Details

(a) Tier _____

(b) Relocation Allowance: \$ _____

SIGNED for and on behalf of **AFL**
by its duly authorised officer for the purpose

.....
Auth. Officer Signature

.....
Auth. Officer - Print Name

Date

In the presence of:

.....
Witness Signature

.....
Witness - Print Name

Date

SIGNED by the **PARENT/LEGAL GUARDIAN**
where a Player is under 18 years at the date of
signing this Agreement

.....
Parent/Guardian Signature

.....
Parent/Guardian - Print Name

Date

In the presence of:

.....
Witness Signature

.....
Witness - Print Name

Date

2020-21 AFL Women's

STANDARD PLAYING AGREEMENT

Please Note: This is a binding contract. AFL and the Club recommend that Player seeks independent advice before signing this Agreement.

.....

Player Name

.....

Club

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PLAYING AGREEMENT

Date:

BETWEEN **Australian Football League** ACN 004 155 211 of AFL House, 140 Harbour Esplanade, Docklands in the State of Victoria (**AFL**)

AND _____ of _____
(Player)

AND _____ of _____
(Club)

Background

- A. AFL conducts Australian Football competitions, development programs and associated events which generate substantial public following and goodwill.
- B. AFL determines the AFLW Rules from time to time. The AFLW Rules are binding on Player and the Participating Clubs.
- C. The Club is licensed by the AFL to field the AFLW Team in the AFLW.
- D. The Player is a skilled Australian Football player.
- E. AFL and the Club wish to contract with each other and Player on the terms and conditions set out in this Agreement.
- F. The AFLPA is the representative body of the Players participating in the AFLW.
- G. The AFL and the AFLPA have entered into a CBA.
- H. The AFL, the AFL Club and all Players are bound to observe and implement the relevant provisions of the CBA.
- I. The provisions of the CBA shall prevail over any inconsistent provision in this Agreement.
- J. Player has agreed to enter this Agreement with the Club and AFL.

1. Definitions and Interpretation

Unless the contrary intention appears in this Agreement, words in this Agreement shall have the same meaning as described in the CBA.

1.1 Definitions

Access Period means 1 November to 31 May in each year of the Term, being the seasonal period of employment that the Player has been contracted by the Club to play in the AFLW;

AFL means the Australian Football League ACN 004 155 211;

AFL Competition means the premier men's Australian Football competition conducted by the AFL currently known as the "AFL";

AFLPA means the Australian Football League Players' Association ABN 25 695 729 819;

AFLW means the premier women's Australian Football competition conducted by the AFL currently known as the Australian Football League Women's competition or "AFLW";

AFL Illicit Drugs Policy means the Illicit Drugs Policy to which AFLW players will be bound, as agreed by the AFL and AFLPA from time to time;

AFL Medical Requirements means the AFL Medical Requirements agreed by the AFL and AFLPA as amended from time to time;

AFLW Rules means the:

- (a) constitution of AFL (which at the date of this Agreement comprises the Memorandum and Articles of AFL);
- (b) Laws of Australian Football;
- (c) AFLW Competition Rules;
- (d) rules, regulations, policies, guidelines, codes and codes of conduct of the AFLW as made or prescribed by AFL; and
- (e) any resolutions or determinations that may be made, passed or prescribed by AFL in relation to the AFLW or Participating Clubs,

in each case as presently constituted and as amended or determined from time to time;

AFLW Team means the team which the Club is licensed to field in the AFLW;

Agreement means this standard playing agreement and any Schedules to this Agreement;

ASADA means the Australian Sports Anti-Doping Authority;

Australian Football means the game played in accordance with the Laws of Australian Football;

CBA means the Collective Bargaining Agreement known as the "AFL / AFLPA Collective Bargaining Agreement 2019-2022";

Club means the AFL Club party to this Agreement and that has been granted a licence to field a team in the AFLW;

Club Health Care Provider means a Health Care Provider employed or engaged by the Club;

Commencement Date means 1 November 2019;

Controller means the person(s) appointed by AFL to act as controller of the AFLW Team with various powers as conferred by AFL including all the powers conferred upon a controller under the *Corporations Act 2001* (Cth);

Expiry Date means 31 May 2021;

Health Information has the meaning given to it in accordance with the *Privacy Act 1988* (Cth);

Intellectual Property Rights means all present and future intellectual and industrial property rights conferred by statute, at common law or in equity and wherever existing, including:

- (a) patents, inventions, designs, copyright, trade marks, brand names, product names, domain names, rights in circuit layouts, plant breeder's rights, know how, trade secrets and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration;
- (b) any application or right to apply for registration of any of these rights;
- (c) any registration of any of those rights or any registration of any application referred to in paragraph (b); and
- (d) all renewals, divisions and extensions of these rights.

Participating Club means an AFL club licensed by the AFL to field a team in the AFLW;

Personal Information has the meaning given to it in the *Privacy Act 1988* (Cth) as amended from time to time and includes Health Information;

Personnel means in relation to a person, all individuals, directors, officers, employees, coaches, staff, officials, volunteers, agents, consultants, service providers, specialists and other personnel of that person;

Player means the player party to this Agreement contracted to play for the Club's AFLW Team in accordance with this Agreement;

Playing List means the list of players from which the Club selects certain players to field its team in a Match;

Policies means:

- (a) AFLW Code of Conduct/Personal Conduct Policy as agreed by the AFL and AFLPA;
- (b) AFL Anti-Doping Code;
- (c) AFL Respect & Responsibility Policy;
- (d) AFLW Pregnancy and Parental Management Travel Policy as agreed by the AFL and AFLPA;
- (e) Gender Diversity Policy - AFLW and AFL;
- (f) AFL Social Media Policy;

- (g) AFL Anti-vilification and Discrimination Policy; and
- (h) any other policies reasonably established by the AFL (in consultation with the AFLPA) from time to time, provided such policies are not inconsistent with relevant terms of this Agreement.

Schedule means a schedule to this Agreement; and

Term means the term of this Agreement as set out in clause 2 of this Agreement.

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) the index (if any) and the headings are used for convenience only and do not affect the interpretation of this Agreement;
- (c) a reference to a thing includes a reference to a part of that thing;
- (d) a reference to a document includes the document as modified from time to time and any document replacing it;
- (e) the word "person" includes a natural person and anybody or entity whether incorporated or not;
- (f) a reference to a business day means a day on which banks are open for retail banking business other than a Saturday or Sunday in Melbourne, Victoria, Australia and if something is to be done on a day which is not a business day then that thing must be done on the next or following business day;
- (g) a reference to any statute, proclamation, rule, regulation or ordinance includes any amendments, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, regulation or ordinance replacing it. A reference to a specified section, clause, paragraph, schedule or item of any statute, proclamation, rule, regulation or ordinance means a reference to the equivalent section of the statute, proclamation, rule, regulation or ordinance which is for the time being in force;
- (h) money amounts are stated in Australian currency unless otherwise specified; and
- (i) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted renamed or replaced or has its powers or functions removed ("defunct body"), means the agency or body which performs most closely the functions of the defunct body.

1.3 Express incorporation of CBA

The terms and conditions contained in the CBA are expressly incorporated into this Agreement and shall be read as if they are terms and conditions of this Agreement. Unless specifically provided to the contrary, where a term or condition of the CBA is inconsistent with any term or condition contained in this Agreement, the term or condition of this Agreement shall be read down or severed from this Agreement to the extent necessary to remove the inconsistency.

2. Term

- (a) This Agreement commences on the Commencement Date and, subject to the terms of this Agreement, expires on the Expiry Date.
- (b) The Parties acknowledge and agree that the Player has been contracted for multiple Seasons pursuant to this Agreement, and notwithstanding any other provision of this Agreement, the rights and obligations set out in this Agreement only apply to the Parties during each applicable Access Period.

3. Player's Obligations

Without limiting any other provision of this Agreement, Player agrees:

- (a) to play in the Club's AFLW Team to the best of Player's skill and ability and be available for each Match which the AFLW Team participates in;
- (b) subject to the CBA, to attend all Club Sessions;
- (c) to obey all reasonable instructions, policies and directions of the Senior Coaches, Chief Executive, General Managers, Football Managers and Board of Directors/Management of Club and AFL, including preparation for Club Sessions, Matches, Appearances and behaviour and dress;
- (d) to play in all Matches in which Player is selected to or directed by Club to play unless Player is ruled unfit to play by a Medical Officer;
- (e) to comply with all reasonable requirements of AFL relating to Player's obligations under this Agreement and obligations reasonably incidental to this Agreement including attendance at Appearances and in relation to behaviour and dress;
- (f) not to enter into any contract, agreement, arrangement, understanding or option to play Australian Football for a Participating Club except in accordance with the AFLW Rules or as otherwise approved in writing by the Club and the AFL;
- (g) not to enter into any discussion, negotiation, contract, agreement, arrangement, understanding, or option which would prevent Player (or which gives Player or a Participating Club, company, person or entity the right to prevent Player) from complying with Player's obligations under this Agreement;
- (h) during the Term, to do what is necessary to obtain and maintain the best possible physical condition reasonably expected of a high performance elite athlete so as to render the most efficient and effective service to the Club, the AFLW Team and the AFLW;
- (i) to wear only such items of official playing apparel and equipment and devices as may be approved by or prescribed by the AFL or Club in accordance with the AFLW Rules:
 - (i) provided that such items and official playing apparel are reasonably suitable to the Player to enable the Player to perform Player's obligations under this Agreement; and
 - (ii) subject to the Tools of Trade provision in the CBA; and

- (j) to submit to a complete physical examination upon the request of the Club and at the Club's expense prior to the start of each Season.

4. Restraints of Trade

Player acknowledges and agrees that any restrictions in this Agreement (including pursuant to ancillary documents such as the AFLW Rules) including without limitation, restrictions on the freedom of Player to transfer from one Participating Club to another, and restrictions on payment the Club or AFL may give or apply for the benefit of Player or an associate of Player are necessary and reasonable for the purpose of protecting the legitimate interests of the AFL, the Club, the Participating Clubs and the AFLW.

5. Payment

- (a) The Club will pay to Player the Payment into the Player's nominated bank account in accordance with clause 7 of the CBA, and the applicable amounts payable to the Player's tier set out in Schedule 1 and any relocation allowance specified in Schedule 1.
- (b) Player further acknowledges and agrees that:
 - (i) all Payment amounts payable to Player in accordance with this Agreement will be inclusive of superannuation as applicable. Where required by law, Club will pay into Player's nominated superannuation fund (or where no fund is nominated, into the AFL's default superannuation fund) such amounts required to be paid from time to time in order to comply with any legislated superannuation obligations.
 - (ii) Club or AFL (as applicable) may request reimbursement of, or deduct from, any Payment due to be made to Player pursuant to this clause 5 such amounts AFL is required to deduct by reason of any law, including PAYG taxation instalment deductions.
 - (iii) Club or AFL (as applicable) may also request reimbursement of, or deduct from (to the extent permitted by law), Payment:
 - (A) such amounts as Player agrees in writing are owing to AFL or the Club; and
 - (B) any outstanding fines that have been properly imposed against Player (including fines imposed under AFLW Rules and Policies).

6. No Extra Claims

- (a) Player will receive leave entitlements in accordance with the National Employment Standards under the *Fair Work Act 2009* (Cth).
- (b) Player acknowledges that the Payment is paid in satisfaction of all statutory entitlements including salary and payment of leave entitlements taken during the Term.
- (c) Subject to AFL and the Club complying with the terms this Agreement, Player undertakes not to make any claims whatsoever in respect of Player's terms and conditions of employment or the matters dealt with by this Agreement.

7. Rules and Policies

7.1 Bound by AFLW Rules and Club Rules

- (a) Player must at all times and in all respects comply with and observe:
 - (i) the AFLW Rules;
 - (ii) the Club Rules; and
 - (iii) the Policies.
- (b) To the extent of any inconsistency between the AFLW Rules and the Club Rules, the inconsistency shall be resolved by giving priority to the AFLW Rules.
- (c) To the extent of any inconsistency between any of the AFLW Rules, Club Rules or Policies, and this Agreement or the CBA, the inconsistency shall be resolved by giving priority to the CBA and this Agreement.

7.2 Bound by AFL Policies

- (a) Player acknowledges that the Policies and AFLW Rules contain important rules regarding betting, match fixing and corruption which are designed to protect the integrity of Australian Football, and that, if those rules are contravened, Player is likely to be subject to penalties including fines and suspension.
- (b) Player acknowledges and agrees that Player may be subject to drug testing (performance enhancing and illicit) under the AFL Anti-Doping Code and the AFL Illicit Drugs Policy (to the extent that it applies to Players) or other codes in place, as applicable, from time to time, and in accordance with such, Player acknowledges and accepts that Player may be subject to drug testing conducted by the ASADA, or any other agency appointed by AFL.
- (c) Player agrees to submit herself from time to time to a drug test (including without limitation a hair, blood or urine sample) at the request, expense and under the direction of Club or AFL as set out in the applicable Policy or in accordance with the AFLW Rules. Player agrees to provide all reasonable assistance to, and comply with all directions of Club, AFL and ASADA in accordance with the AFL Anti-Doping Code.

7.3 Equalisation measures

Player and Club acknowledge that:

- (a) the AFLW Rules may:
 - (i) restrict how Participating Clubs recruit or select players onto a Playing List;
 - (ii) restrict the freedom of players to transfer from one Participating Club to another;
 - (iii) place a cap on the total football payments that a Participating Club may give to, or apply for the benefit of, its players and provide for AFL to obtain information as to payments made to Player and their associates; and

- (iv) restrict the size of the Playing List of each Participating Club.
- (b) the restrictions set out in the AFLW Rules and referred to without limitation in clause 7.3(a) are necessary and reasonable for the purpose of:
 - (i) protecting and promoting the AFLW;
 - (ii) achieving an even and well matched AFLW;
 - (iii) ensuring that the AFLW is properly organised and well administered;
 - (iv) achieving the financial stability of the AFLW and the Participating Clubs; and
 - (v) encouraging Participating Clubs to support junior development of players to support the future of the competitions; and
- (c) the Club is bound by certain AFLW Rules and Player agrees not to do any act which may, or will, cause the Club to be in breach of those AFLW Rules.

7.4 Fines and Suspensions

- (a) Further to clauses 7.1, 7.2 and 7.3, Player acknowledges that AFL has the right to fine and suspend or otherwise discipline or sanction Player for violations of any rule or provision of the AFLW Rules or Policies, subject to the AFLW Rules or Policies (as applicable).
- (b) Any failure by Player to comply with any sanction or fines imposed in accordance with clause 7.4(a) will be deemed a default by Player under this Agreement after all rights to challenge the sanction and/or fine have been exhausted or waived in accordance with the AFLW Rules.

8. Loss of AFLW Club Licence

- (a) If the Club loses its licence to compete in the AFLW or the AFLW Team is suspended from, or loses its right to representation in, the AFLW:
 - (i) the Club will ensure Player is released and will pay all outstanding payments due to Player under this Agreement; and
 - (ii) Player agrees to assign or novate to AFL (or its nominee) this Agreement and any agreement, arrangement, deed or contract which Player has entered into with the Club.
- (b) Player acknowledges that if Club defaults under its AFLW licence agreement with AFL, AFL has a right to appoint a Controller of the AFLW Team (subject to that licence agreement) who will have all the powers in respect of the AFLW Team that are legally possible for a person to have as though the Controller were the absolute owner of the AFLW Team and acting in Club's personal capacity.
- (c) Player acknowledges that if AFL appoints a Controller, this Agreement will remain in full force and effect and Player agrees to comply with all reasonable directions of the Controller including a request to take up employment with a Participating Club nominated by AFL.

9. Collective Bargaining Agreement

9.1 Club to Comply

The Club agrees with the AFL and the Player to observe and comply with each and all of the provisions of the CBA which require the Club to take or do or refrain from taking or doing any action, matter or thing, and in particular but without limitation the Club shall:

- (a) enter into contracts with Players only in the form prescribed from time to time by the AFL and AFLPA provided that all such contracts shall incorporate the provisions of the CBA;
- (b) do all things necessary to assist the AFL to cure any default under any notice received from the AFLPA in respect of the Club's non-compliance with any provision of the CBA;
- (c) pay to the Player and each of its other Players the fixed payments (if applicable) or not less than the minimum payments and observe the terms and conditions of employment set out in the CBA; and
- (d) notify the AFLPA from time to time of the protected sponsors of the Club.

9.2 Player to comply

The Player agrees with the AFL and the Club to observe and comply with the provisions of the CBA which require the Player to take or do or refrain from taking or doing any action, matter or thing, and in particular but without limitation the Player shall:

- (a) not make any extra claims in respect of the terms and conditions of employment and the matters dealt with by the CBA; and
- (b) ensure that all football payments are fully and correctly recorded and referred to in this Agreement.

10. Assignment of Intellectual Property Rights

- (a) To the extent AFL does not own the Intellectual Property Rights, Player assigns to the AFL all Intellectual Property Rights Player holds, or may hold, in connection with:
 - (i) AFL's or Club's use of Player's Image in accordance with the CBA; and
 - (ii) Appearances.
- (b) Player agrees to do all acts necessary including execute all documents to give effect to the assignment of all Intellectual Property Rights in and to the Player's Image under this Agreement.

11. Notification of Illness and Injury

In addition to Player's obligations in accordance with clause 12 and the AFLW Pregnancy and Parental Management Travel Policy:

- (a) Player warrants that as at the date of signing this Agreement, Player either:

- (i) is not suffering, and has not suffered from, any condition, illness or injury or other ailment of which Player is reasonably aware, which may render Player incapable of performing Player's obligations pursuant to this Agreement; or
 - (ii) has made the Club aware of any condition, illness or injury or other ailment which may render Player incapable of performing Player's obligations pursuant to this Agreement as soon as practicable after the Player has become aware of any such condition, illness or injury or other ailment.
- (b) Player undertakes that upon becoming aware that Player is, or is reasonably likely to be, suffering any condition, illness, injury or other ailment which will, or is likely to, affect the performance of Player's obligations pursuant to this Agreement Player will notify (in writing, where practicable) a Club or AFL Medical Officer of the details of Player's condition, illness, injury or other ailment.
 - (c) Player will, on request by the Club or AFL, complete any reasonable examination required by the Club or AFL concerning the medical condition of Player.
 - (d) If required by the Club or AFL, Player will submit to a Club or AFL Medical Officer a medical certificate obtained by an accredited medical practitioner declaring Player fit to participate in the AFLW and perform Player's obligations pursuant to this Agreement.
 - (e) Player agrees to comply with the Club's or AFL's request for Player to obtain an independent medical opinion in respect of Player's fitness to participate in the AFLW and perform Player's obligations under this Agreement. Player agrees to comply with all reasonable recommendations of such opinion in accordance with the AFL Medical Requirements.
 - (f) Without limiting any other provision of this Agreement, Club and AFL Medical Officers will not disclose details of Player's medical conditions to AFL or the Club except as necessary in order to help ensure a safe environment for all players and all other AFLW participants and to comply with any contractual requirements with insurance providers.

12. Pregnancy

Player must at all times and in all respects comply with and observe the AFLW Pregnancy and Parental Management Travel Policy.

13. Release and Indemnity

- (a) Player releases each of AFL, the Club, all Personnel of the AFL and the Club and all other players (including AFL and AFLW players) from all liability in connection with any loss or injury suffered by Player in connection with Player's:
 - (i) failure to comply with any provision of clause 16, clause 17 or the AFLW Pregnancy and Parental Management Travel Policy; or
 - (ii) participation in any Club Session or any form of training, activity, Appearance or match of Australian Football contrary to the reasonable recommendation of a Medical Officer.

- (b) Player agrees to indemnify each of the AFL, the Club, all Personnel of the AFL and the Club and all other players against any loss arising from or in connection with the Player's pregnancy which Player or any foetus or child carried by Player (and/or its successors or assigns) may incur, or any claim made, in connection with Player's participation whilst pregnant in any Club Session or any form of training, activity, Appearance or match of Australian Football.

14. Eligibility

Player acknowledges that AFL will determine decisions regarding eligibility for the AFLW in accordance with applicable laws.

15. Medical Advice and Treatment

- (a) Player may obtain medical or health related advice and treatment from a person subject to the provisions of this clause 15.
- (b) Subject to clause 15(c) and 15(e) Player agrees not to obtain medical or health-related treatment (other than pure advice) in connection with any Football Injury (or any injury that is reasonably likely to affect the Player's ability to perform Player's obligations pursuant to this Agreement) other than from medical practitioners, physiotherapists, dieticians or other health professionals who have been approved in writing by the Club or AFL.
- (c) Subject to clause 15(e), if a treatment is reasonably likely to affect Player's ability to perform Player's obligations pursuant to this Agreement, Player will be required to obtain the approval of AFL or the Club before proceeding with the treatment.
- (d) Subject to clause 15(e), AFL or Club may revoke any approval given by it under clauses 15(b) or 15(c) at any time by notice in writing to Player.
- (e) The AFL Medical Requirements will apply. To the extent of any inconsistency between the AFL Medical Requirements and this clause 15, the AFL Medical Requirements will have priority to the extent of the inconsistency.
- (f) AFL or Club may request that the Player consent to attend a medical examination and/or provide a medical history for the purposes of determining Player's fitness for recruiting and Player will not unreasonably withhold or delay her consent.
- (g) If Player consents to attend a medical examination and/or provide a medical history for the purposes of determining Player's fitness for recruitment, then Player's medical history and report of the medical examination, as the case may be, shall be available to all other Participating Clubs.
- (h) Player must immediately notify a Club or AFL Medical Officer of any medication, supplement or treatment that is prescribed for, or provided to Player by anyone other than a doctor, physiotherapist or other health professional of AFL or the Club and in accordance with the AFL Anti-Doping Code.
- (i) Without limiting clause 15(h), Player must update the Club Medical Officer on a weekly basis of all medication, supplements or treatments prescribed for, provided to, or used by Player.

- (j) Any medication, supplement or treatment disclosed to the AFL or the Club may be recorded in Player's individual medical file or in a register of treatments or medications in accordance with the AFL Anti-Doping Code.

16. Privacy Consent and Acknowledgement

- (a) Without limiting AFL's right to lawfully obtain, use and disclose Player's Personal Information, Player specifically consents to the AFL disclosing Personal Information about Player to the following third parties and the following third parties disclosing Personal Information about Player to the AFL for the purpose of preventing, detecting, deterring and investigating Anti-Doping Rule Violations and gambling rule violations in the AFLW:
 - (iii) Australian Sports Anti-Doping Authority;
 - (iv) wagering service providers who have information sharing agreements with the AFL; and
 - (v) law enforcement agencies who have information sharing agreements with the AFL.
- (b) For the avoidance of doubt, the Player does not consent to information disclosed under sub-clause (a) being used for other purposes.
- (c) For the purposes of this clause 16, "Anti-Doping Rule Violation" has the same meaning as in the AFLW Rules and "gambling rule violation" means a breach of AFL Regulation 19A.

17. Health Information

18.1 General Authorisation Regarding Health Information

While Player is employed by the Club, Player authorises:

- (a) the Club Doctor to obtain any information considered directly relevant, from any Health Care Provider who Player has consulted or will consult at the cost of the Club, in respect of a Condition which may in any way affect the Player's training or performance in playing Australian Football; and
- (b) each such Health Care Provider to provide and release any information considered directly relevant to the Club Doctor.

18.2 Consent for Disclosure of Health Information

- (a) Player agrees that the Club Doctor may disclose any information relating to a Condition of Player:
 - (i) to ASADA, where the information is relevant to the administration and enforcement of the AFL Anti-Doping Code; or
 - (ii) to the media and the AFL, where the information relates to a physical injury sustained in the course of training or playing Australian Football, provided that only information of a general nature may be given.

- (b) Except where otherwise provided for in this Agreement, information relating to a Condition of Player may only be disclosed in accordance with the requirements of privacy legislation or health records legislation or with the explicit and contemporaneous consent of Player.

18.3 Consent for Use Of Injury Data For Research Purposes

Player agrees to the following matters:

- (a) the Club Doctor disclosing Player's injury data to the AFL's Injury Survey convenor;
- (b) the collection and storage of Player's injury data by the AFL's Injury Survey convenor;
- (c) the use of de-identified injury data by the AFL's Injury Survey convenor to produce statistics in relation to injuries sustained by players in the course of training or playing Australian Football;
- (d) the disclosure of Player's injury data by the AFL's Injury Survey convenor to the AFL's Total Player Payments Department and a researcher for the purposes of a research project that has been specifically approved by the AFL Doctors' Association and AFLPA, provided that:
 - (i) the identity of Player will not be published by the researcher; and
 - (ii) Player's injury data will be returned or destroyed at the conclusion of the research; and
- (e) Player being contacted by approved researchers regarding further study into specific injuries of interest (however, further participation in any specific follow-up study will be completely at Player's discretion).

18.4 Definitions

In this clause 18:

Club Health Care Provider means a Health Care Provider employed or engaged by the Club.

Club Doctor means the medical practitioner appointed as the Club Doctor by the Club.

Condition means any illness, injury or physical or mental condition.

Health Care Provider includes (without limitation) doctors, specialists, consultants, psychologists, physiotherapists and other qualified therapists or practitioners who provide services related to physical or mental health.

Health Information has the same meaning as in the *Privacy Act 1988* (Cth).

Injury Data in relation to a Player means Health Information or injury data regarding any injury sustained by the Player while training or playing Australian Football.

18.5 Requirement to Give Effect

Player agrees to sign, execute or otherwise deal with any document that may be necessary to give effect to clauses 17 and 18. The form of such document is to be approved by the AFLPA, but such approval must not be unreasonably withheld or delayed.

18. Unavailability

If at any time during the Term Player is unable to play Australian Football for the Club as a result of suspension by the AFL Tribunal or AFL Appeal Board (or its equivalent), or deregistration by the AFL, the Club may reduce all such Payments to which the Player would have otherwise been entitled in respect of such period of suspension or deregistration by 50% of Player's Retainer for that period of suspension or deregistration.

19. Set Off of Payments

Player agrees that the Club or AFL (as applicable) is entitled, to the extent permitted by law, to set off any moneys which may at any time be payable by Player to the Club or AFL on any account against any moneys which may be payable by the Club or AFL to Player.

20. Player Warranties

Player warrants that:

- (a) Player has not unlawfully terminated or repudiated, and undertakes not to unlawfully terminate or repudiate, any agreement between Player and any other person, any of the provisions of which would have prevented or hindered Player, or would have given Player or anyone else the right to prevent or hinder Player, from entering into or complying with any of the provisions of this Agreement; and
- (b) Player has not entered into, and undertakes not to enter into, any agreement or understanding, any of the provisions of which, would prevent or hinder Player, or give Player or anyone else the right to prevent or hinder Player from entering into or complying with any of the obligations which Player is obliged to perform under any of the provisions of this Agreement.

21. Conflicts of Interest

Player agrees to use best endeavours to avoid any actual conflict of interest in terms of Player's obligations to the Club or AFL and to notify the Chief Executive Officer of the Club in writing immediately upon becoming aware of any such conflicts. The parties acknowledge that Player's reasonable work or study commitments that have been notified in writing at least five (5) days in advance to the Club and approved by the Club and the AFL shall not constitute an actual or perceived conflict of interest pursuant to this clause 21.

22. Termination

This Agreement may be terminated by:

- (a) the Club or AFL:
 - (i) by providing one week's notice in writing if Player commits a material breach under this Agreement and the breach continues for a period of fourteen (14) days after notice in writing is given to Player requiring the breach to be remedied; or
 - (ii) immediately by notice in writing if Player has engaged in serious or wilful misconduct or is convicted of a serious criminal offence.
- (b) AFL:
 - (i) by providing one week's notice to Player in writing if the Club's AFLW licence is terminated;
 - (ii) by providing one week's notice to Player in writing if a Controller is appointed by the AFL to the Club's AFLW Team; or
 - (iii) subject to clause 22(a)(ii), by providing one week's notice to Player in writing if Player has breached the AFLW Rules, Club Rules or Policies under clause 7 (and where such rules and policies permit the AFL to terminate this Agreement as a result of such breach);
- (c) Player, subject to Player providing one week's notice in writing if the Club or AFL commit a material breach of this Agreement and the breach continues for a period of fourteen (14) days after notice in writing is given by Player requiring the breach to be remedied; and
- (d) the Club or Player subject to the provision of one week's notice in writing, if Player is at any time during the term of this Agreement removed from the Playing List.

23. Notices

- (a) Notices under this Agreement may be delivered by hand, by mail or electronic mail to the addresses of the relevant party specified in this Agreement or such other address as notified by a party to the other parties.
- (b) Notice will be deemed given:
 - (i) in the case of hand delivery, if delivered, on the day of delivery if delivered before 5.00 pm on a business day, otherwise on the next business day;
 - (ii) if sent by mail, on the day of actual delivery if delivered before 5.00 pm on a business day, otherwise on the next business day; or
 - (iii) 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.

24. General

25.1 Entire Agreement

- (a) This Agreement, in conjunction with the CBA, contains the entire understanding between the parties concerning the subject matter of the Agreement and supersedes all prior communications between the parties.
- (b) Each party acknowledges that, except as expressly stated in this Agreement, they have has not relied on any representation, warranty or undertaking of any kind made by or on behalf of the other party in relation to the subject matter of this Agreement.

25.2 Severability

If any provision of this Agreement is or becomes wholly or partly invalid or unenforceable then, from the date of the invalidity or unenforceability:

- (a) if the offending provision can be read down to make it valid and enforceable without materially changing its effect, it must be read down to the extent necessary to achieve that result; and
- (b) otherwise:
 - (i) the offending provision must be severed from this Agreement and the remaining provisions will operate as if the severed provision had not been included; and
 - (ii) the parties must negotiate in good faith to replace the severed provision with one that is valid and enforceable and provides as near as possible the same effect as the severed provision.

25.3 No Wavier

- (a) A provision of, or a right created by this Agreement may not be waived except in writing signed by the party granting the waiver.
- (b) A failure, delay, relaxation or indulgence by a party in exercising any power or right conferred on the party by this Agreement does not operate as a waiver of the power or right. A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Agreement. A waiver of a breach does not operate as a waiver of any other breach.

25.4 Assignment

Neither party may assign, novate, transfer, encumber or otherwise deal with any of its rights, interests or obligations under this Agreement without the prior written consent of the other parties unless otherwise specified in this Agreement.

25.5 Successors and Assigns

This Agreement binds and benefits the parties and their respective successors and permitted assigns.

25.6 Variation

This Agreement cannot be amended or varied except in writing signed by the parties.

25.7 Governing Law and Jurisdiction

This Agreement shall be governed by the law of Victoria and the parties agree to submit to the jurisdiction of the Courts of Victoria and the Commonwealth of Australia.

25.8 Merger

The rights and obligations of the parties expressed to continue beyond the expiration or termination of the Agreement shall continue in full force and effect and shall not merge upon completion.

25.9 Costs

Each party must pay its own legal costs of and incidental to the preparation and completion of this Agreement.

25.10 No Adverse Construction

A provision of this Agreement is not to be construed to the disadvantage of a party because that party was responsible for its preparation or its inclusion in the Agreement.

25.11 Survival of Agreement

The covenants, conditions and provisions of this Agreement which are capable of having effect after the expiration or termination of this Agreement shall remain in full force and effect following the expiration or termination of this Agreement.

25.12 Changes to AFLW

The Player acknowledges that AFL and the AFLW are undergoing, and will undergo, change and that AFL may make such changes to its structure or organisation and to the AFLW as AFL thinks fit. Player shall have no claim against AFL or Club by reason of any changes so made by AFL to its structure, organisation or to the AFLW save as set out in this Agreement.

25.13 Inconsistency

In the event of an inconsistency between this Agreement and any of the documents incorporated by reference in this Agreement, the inconsistency shall be resolved in favour of this Agreement to the extent of the inconsistency.

Schedule 1

Payment Details

(a) Tier _____

(b) Relocation Allowance: \$ _____

SIGNED for and on behalf of **AFL**
by its duly authorised officer for the purpose

.....
Auth. Officer Signature

.....
Auth. Officer - Print Name

Date

In the presence of:

.....
Witness Signature

.....
Witness - Print Name

Date

SIGNED by the **PARENT/LEGAL GUARDIAN**
where a Player is under 18 years at the date of
signing this Agreement

.....
Parent/Guardian Signature

.....
Parent/Guardian - Print Name

Date

In the presence of:

.....
Witness Signature

.....
Witness - Print Name

Date

Schedule D – Minimum Medical Standards

AFLW MEDICAL REQUIREMENTS

The AFLW is physically and mentally demanding and the presence of high quality medical staff is essential.

Club Doctors

Each Club shall appoint at least one doctor with general practice experience to be available throughout the AFLW program (from the Training Start Date until the end of the AFLW Season). Preferably each Club will have access to a doctor who is a fellow of the Australasian College of Sports Physicians or a member of Sports Doctors Australia.

Medical Examinations

Prior to a Player's first AFLW Season with a Club, the Club doctor must perform a full medical examination of the Player in accordance with the Medical Examination Guidelines.

No Player may compete until a doctor has determined that the Player is fit to train and play.

At the end of each AFLW Season, the Club doctor is required to perform a thorough medical examination of each Player appropriate to the individual Player's medical and injury history.

Upon a Player's retirement or delisting, the Club must complete a full medical examination in accordance with the Medical Examination Guidelines and shall provide, within 4 weeks of the examination, a full report to the player of her medical condition, any indications of issues that may arise in the future and an ongoing rehabilitation plan if clinically indicated.

Professional Relations between a Player, Club, Club Doctor and other Club Allied Health Staff

Club Doctors and Players are in a fiduciary relationship. Accordingly, doctors must place a Player's interests before those of the Club, even where the Club pays for treatment. Doctors' duties, including the duty of patient-doctor confidentiality, are due to the Players.

Doctors may only disclose information to a Club that the Player has authorised the doctor to disclose. This does not prevent a doctor from advising a Club that a Player is unfit to play without providing the underlying reason. If a Club doctor provides information to a Club, he or she must provide the same information to the Player.

If a Player who is fit to compete suffers from a condition that could be significantly aggravated by continued performance, the doctor must advise the Player.

Treatments/ No needles

A Club doctor should be aware of any treatment a Player is receiving in her Club and approve treatments as required by the AFL Anti-Doping Code.

Players must not receive injections other than by the Club doctor or other medically qualified practitioner.

Club Trainers

Clubs shall endeavour to ensure that Club trainers hold a level 2 Sports Trainer certification from Sports Medicine Australia or a tertiary degree in sports conditioning or an equivalent qualification from an accredited education or training institution.

Club Physiotherapists

Each Club must have at least one registered physiotherapist available immediately prior to, during, and immediately after each training session and match, other than low impact, non-contact training sessions. For the avoidance of doubt, it will not be a breach of these requirements if a physiotherapist is not available for unforeseen reason.

Medical Requirements

Each Club must have a doctor at a Match. For the avoidance of doubt, it will not be a breach of these requirements if a doctor is not available for unforeseen reason or is required to leave the Match for an emergency.

Each Club must have regular access to at least one doctor that is trained in the diagnosis and management of concussion in accordance with the AFL Concussion Guidelines as revised from time to time.

Each Club doctor must undertake emergency medicine training with annual refresher sessions.

Each Club must have adequate emergency medicine equipment available at Matches and training sessions.

At each Match, there must be an ambulance and first aid appropriate to the types of injuries that may occur in the relevant Match. For the avoidance of doubt, it will not be a breach of these requirements if an ambulance is not available for unforeseen reason or is required to leave the Match for an emergency. Best endeavours must be made to have a stand-by ambulance available that will attend if the dedicated ambulance is required for transport. This paragraph does not apply to intra-club practice matches.

Medical Records

Club medical staff must maintain accurate records of all illnesses, injuries, physical complaints, diagnostic tests, medical advice provided and treatments. As required by law these records or a copy shall be available to the Player.

Club medical staff must provide all reasonable assistance necessary in connection with Players' insurance claims.

Club medical staff must keep records in a secure and confidential manner and comply with all relevant laws and regulations regarding confidentiality of medical records.

Second Medical Opinion and Refusal of Treatment

A Player has the right to a second medical opinion by a doctor of her choosing.

If there is a difference between the opinion obtained by the Player and that of the Club, the Player may rely on the second opinion, provided that she must first discuss the second opinion with the Club doctor. If the Club doctor believes that the second opinion is unreasonable, the Club may have the issue of whether the opinion is unreasonable determined by an independent doctor mutually selected by the Club and Player. The Player must consider the determination of

the independent doctor, but has full discretion to determine what medical treatment, if any, she wishes to receive.

A Player has the absolute right to refuse any treatment.

Medical Safety Equipment

Clubs will provide players all reasonable medical and safety equipment requested by the Player, including, mouth guards, protective padding, helmets and thumb/wrist guards.

Each Club will have appropriate medical kits and first aid equipment at matches and training.

Schedule E – AFLW Pregnancy and Parental Management Travel Policy

Objectives

The AFL respects the rights of women who are pregnant, breastfeeding or the carer of a child to participate in the AFLW, and is committed to providing supports to assist them do so.

The AFL and the Clubs prohibit any actions that may amount to discrimination against a Player because of the Player's pregnancy, breastfeeding or status as the carer of a child.

The purpose of this Policy is:

1. To set guidelines for Players' continued participation in the AFLW during pregnancy.
2. To provide, so far as possible, a safe and inclusive environment for all participants, where all Players can participate in the AFLW at the highest level.
3. To provide guidelines for Players, Clubs and AFL personnel in relation to support available to a Player who is pregnant, breastfeeding or the carer of a child.

Pregnancy

1. The AFL respects and supports the rights of pregnant Players who, in consultation with medical professionals, elect to continue to participate in the AFLW, provided that at all times the health and wellbeing of the Player and their unborn child is paramount.
2. All Players agree that, as soon as possible after becoming aware that they are pregnant, and on an ongoing basis throughout their pregnancy, they will obtain, and disclose to the Club medical officer, regular medical advice which reasonably satisfies the Player and the Club medical officer in relation to:
 - a) the risks associated with participating in the AFLW and associated training and events while pregnant;
 - b) taking into account their individual circumstances, whether it is safe for them to continue participating in the AFLW and associated training and events; and
 - c) whether their training and performance program should be reviewed or modified.
3. No information, other than whether the Player is fit to play and train, will be disclosed to the Club by the Club medical officer during the Player's first trimester without the Player's express consent. After the first trimester the Club medical officer may provide all relevant information to Club and AFL personnel on a 'need to know' basis as required. This information will otherwise be kept confidential unless the express consent of the Player is provided. Announcements regarding the Player's pregnancy will only be made in consultation with the Player.
4. If the Club or the AFL is not reasonably satisfied that it has sufficient medical advice in accordance with clause 2 of this Policy, the Club or the AFL will consult with the Player and may request that the Player agree to participate in an independent medical examination and opinion conducted by a specialist (obstetrician/gynaecologist) in relation to the risks associated with the Player's continued participation in the AFLW competition. This independent medical examination will seek independent advice regarding the matters outlined in clause 2 above.

5. Players who elect to continue playing during their pregnancy are expected to maintain appropriate fitness and performance levels.
6. A Player who chooses not to play or is not certified fit to play as a result of the Player's pregnancy will continue to receive full payment during the Term of the Player's Standard Playing Agreement in accordance with her Standard Playing Agreement.

Parental Management and Travel

1. The AFL and the Clubs are committed to providing a supportive environment for Players who are carers of infants (meaning a child up to 12 months old or any older child who is being breastfed by the Player), including those Players who are breastfeeding an infant.
2. AFL and the Clubs will take reasonable steps to ensure that there are suitable facilities available at the Club premises to allow Players with an infant to breastfeed or express breast milk.
3. Any Player who has a responsibility for the care of an infant may travel with the infant when required to travel interstate for an AFLW match, provided a support person is present to supervise and care for the infant.
4. The Club will pay for the reasonable flight, accommodation, and transfer costs for the Player's support person and infant to travel with them, provided the flights and accommodation are organised through the AFL's travel agency or travel costs are approved in advance by the Club. The Player is required to cover all other associated costs.
5. Where possible, the Club will endeavour to arrange for the support person and the infant to travel on the same flight and stay in the same accommodation as the Player (noting that the AFL and Clubs have access to a predetermined and limited allocation of flights and rooms per season).
6. The support person and the infant may, with the prior approval of Club management, be able to attend particular Club or team activities including training, meetings or meals.
7. The Player may elect to stay in the same room as their support person and infant or to sleep in the standard team accommodation.
8. The Player agrees to notify the Club at least one (1) week in advance if travel is required for an infant and a support person.
9. The Player will ensure that she is able to attend all Club commitments while travelling with a support person and infant and otherwise perform her obligations in accordance with the Standard Playing Agreement.

Schedule F – Accommodation Guidelines

The following guidelines should be applied by Clubs and Players in determining whether a Club is required to arrange accommodation for a Player:

Mandatory Accommodation

The Club must arrange accommodation upon Player request if:

1. A Player is required for a Club Session past 9pm and the distance between the location of the Club Session and the Player's normal residence is greater than 50km.
2. A Player is required for a Club Session past 9pm and the distance between the location of the Club Session and it can be expected to take the Player longer than one (1) hour to get to the Player's normal residence.
3. A Player is required for a Club Session past 9pm and there are extreme weather conditions that make it unsafe for a Player to drive from the location of the Club Session.

Approved Accommodation / Travel

4. If a Player and Club agree that it is unsafe for a Player to travel home after evening training, a Club should arrange alternative accommodation or travel.
5. If a Player and Club agree that it is unsafe for a Player to travel home after training (irrespective of when training concludes), a Club should arrange alternative travel home for that Player.

Clubs should take the following into account in determining whether it is unsafe for a Player is at risk from travelling:

- fatigue;
- injury;
- weather conditions; and
- emotional distress of the Player.

If none of 1-3 (inclusive) applies, then the Club is not required to arrange accommodation for a Player. If a Club does not agree that it is unsafe for a Player to travel home after training, none of 4-5 (inclusive) applies and the Club is not required to arrange accommodation or travel home for a Player.

Note that in all cases, if a Player has moved significantly further away from the Club's training base after signing with that the Club, the original residence of the Player will be considered in determining eligibility for 1-2 (inclusive) of the above accommodation support.