

# Accredited Agent Handbook

2020 – 2021





Australian Cricket Players Limited  
ACN 639 455 824

Trading as Australian Cricketers' Association  
ABN 81 104 703 910

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The Australian Cricketers' Association acknowledges the Traditional Owners of Country throughout Australia. We pay our respect to Aboriginal and Torres Strait Islander cultures; and to Elders both past and present.

# From the General Manager – Tim Cruickshank



## To all Agents,

I want to thank you for your continued engagement and support of the ACA throughout the past year.

We know that you as agents play a vital role in providing guidance, mentorship and support for all of your players.

The ACA has designed this handbook with the aim of having a resource for Accredited Agents which, in addition to the ongoing ACA communications and MoU, provides you:

- access to the Rules and Regulations which govern the Agent Accreditation Scheme;
- access to the key contacts within Australian Cricket;
- a list of the agreed clauses and amendments to the MOU;
- a summary of what players are entitled to via their ACA Membership and Gameplan program; and
- a summary of player responsibilities and entitlements under the MOU.

The updated ACA website also provides an outline of the additional services available to our members, and resources for you as Agents.

Thank you again for your ongoing support and I look forward to working with you again throughout the upcoming season.

Kind Regards

**Tim Cruickshank**



# Key Agent Accreditation Contacts



**Alistair Nicholson**  
Chief Executive

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**Tim Cruickshank**  
General Manager – The Cricketers' Brand

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**Kirsty Lamb**  
Membership & Events Coordinator

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✉ klamb@auscricket.com.au



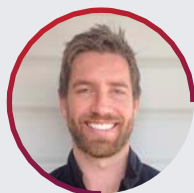
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General Counsel & Company Secretary

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**Brendan Drew**  
General Manager Cricket Operations &  
Player Relations

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✉ bdrew@auscricket.com.au



**Brad Fisher**  
Manager Cricket Operations &  
Player Relations

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# Scheme Contacts

## Accreditation Board

**Joe Connellan**

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**Shaun Graff**

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**Sean Carroll**

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**Tim Cruickshank**

✉ [tcruickshank@auscricket.com.au](mailto:tcruickshank@auscricket.com.au)

## Sub Committee

**Peter Lovitt**

Driver Avenue Group

**Ben Tippett**

Stride Sports

**Nick Byrnes**

Evolution Sports Management



## Key High Performance Contacts

### BBL Executive & High Performance Contacts

BBL Club	Name	Position	Contact Details
Adelaide Strikers	Kate Harkness	Senior Manager	0424 288 386 kharkness@adelaidestrikers.com.au
Brisbane Heat			
Hobart Hurricanes	Scott Barnes	General Manager	0415 599 618 sbarnes@hobarthurricanes.com.au
Melbourne Renegades	David Lever	General Manager	0413 860 679 dlever@melbournerenegades.com.au
Melbourne Stars	Nick Cummins	General Manager	0418 527 010 ncummins@melbournestars.
Perth Scorchers	Shay Nasta	General Manager	0409 354 066 shay.nasta@waca.com.au
Sydney Sixers	Jodie Hawkins	General Manager	0418 295 335 jodie.hawkins@sydney-sixers.com.au
Sydney Thunder	Chris Botherway	Acting – General Manager	0417 578 923 chris.botherway@sydneythunder.com.au

## State High Performance Contacts

State	Name	Position	Contact Details
New South Wales (male)	Greg Mail	Head of Cricket	0450 774 772 greg.mail@cricketnsw.com.au
New South Wales (female)	Leah Poulton	Head of Female Cricket	0438 250 882 leah.poulton@cricketnsw.com.au
Queensland	Bennett King	GM Performance, Pathways and Coaching	0413 736 928 bennett.king@qldcricket.com.au
South Australia	Tim Nielsen	General Manager High Performance	0439 402 410 tnielsen@saca.com.au
Tasmania	Simon Insley	General Manager High Performance	0402 998 462 sinsley@crickettas.com.au
Victoria	Shaun Graf	General Manager Cricket	0418 353 750 sgraf@cricketvictoria.com.au
Western Australia	Kade Harvey	General Manager High Performance	0427 776 817 kade.harvey@waca.com.au
ACT	Olivia Thornton	General Manager High Performance	0420 325 633 olivia.thornton@cricketact.com.au







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# Approved Clauses

## Approved Amendments to Clauses in the Playing Contract

The standard Player Contract (including the Schedule that includes the Retainer and Term etc) is an agreed form and cannot be amended or added to unless it is agreed to between CA and ACA. For instance, those documents cannot contain any new clauses, special conditions or options, unless agreed with the ACA.

There have been a number of approved amendments that all agents need to be aware of. These amendments are set out below (**Approved Amendments**) in the form in which they were agreed. Please let us know if you need help adapting one of the Approved Amendments to the current Contract Year.

Important Approved Amendments relate to the clauses to use if a Player, for instance:

- would like a Retainer that is not expressed as an “amount” – but includes a method of calculation.
- is asked to sign a Playing Contract that extends beyond the current MOU which expires 30 June 2022.
- requires an “option” to terminate the Player Contract in certain circumstances.

If you would like to discuss any other clauses for our approval please let us know. Also let us know if you would like to adapt one of the W/BBL specific clauses for use in a State Contract or vice versa.

Please Note, there is also an Approved Amendment which was approved by the ACA for the 2020/21 State Contracting Period only. That clause was approved by the ACA due to the uncertainty brought about by the COVID-19 pandemic and has been included as a historical reference only (not to be used for future contracting periods).

## Approved Amendments for W/BBL Contracting

<p><b>1</b></p> <p><b>Contract Term Extending Beyond the end of the MOU.</b></p> <p>This is needed because the Player Contract materially relies on the substance and terms MOU to have legal effect.</p>	<p><b>ITEM 6 – Term</b></p> <p>From: 1 July 2018</p> <p>To: 30 June 2024 (subject to the proviso in Item 7)</p> <p><b>ITEM 7 – Retainer</b></p> <p>[## Note: Below to be inserted at end of Retainer:]</p> <p>Provided that it is agreed that retainers for BBL 12 (2022-23) and BBL 13 (2023-24) (above) and the operation of this Agreement beyond 30 June 2022 is subject to there being a replacement MOU between CA and ACA in operation.</p>
<p><b>2</b></p> <p><b>Option to Terminate – Player (Standard)</b></p> <p>This can be used where the Player wants to right to terminate the Player Contract at their sole discretion.</p>	<p><b>ITEM 6 – Term</b></p> <p>From: 1 June 2018</p> <p>To: 30 June 2021, with an option to terminate the Contract as set out in Item 6A.</p> <p><b>ITEM 6A – Option to Terminate</b></p> <p>(a) In consideration of the Player entering into this Contract, the Employer grants the Player a unilateral option to terminate the Contract in the Player’s sole discretion during the period between the completion of the W/BBL Competition Period in the second Contract Year and 5.30pm [insert date after Contracting Start Date] (“<b>Notice Period</b>”).</p> <p>(b) For the avoidance of doubt, the Player will only have the right to terminate the Contract utilising the option in clause (a) above by providing written notice to the Employer during the Notice Period.</p> <p>(c) Where the Player elects to terminate the Contract in accordance with clause (a) above, the termination will only be effective from the end of the Second Contract Year.</p> <p>(d) Where the Player elects not to take up the option to terminate the Contract in accordance with clause (a) above, the parties will continue to be bound by the terms of this Contract and the Player will receive the 2020/21 Retainer listed in Item 7.</p> <p><b>ITEM 7 – Retainer</b></p> <p>2018/19: \$[##]</p> <p>2019/20: \$[##]</p> <p>2020/21: Subject to Item 6A, \$[##]</p>

**3 Option to Terminate – Player (Head Coach)**

This can be used where the Player wants to right to terminate the Player Contract if there is a change in Coach.

**TERM 6 – Term**

From: 1 June 2018

To: 30 June 2020, with an option to terminate the Contract as set out in Item 6A.

**ITEM 6A – Option to Terminate**

- (a) In consideration of the Player entering into this Contract, the Employer grants the Player a unilateral option to terminate the Contract in the Player's sole discretion should a new Head Coach be appointed to the [#insert Club name] during the term of the contract. In order to exercise this right, the Player must provide written notice of termination to the Employer within 30 days of a new Head Coach being appointed ("**Notice Period**").
- (b) For the avoidance of doubt, the Player will only have the right to terminate the Contract utilising the option in clause (a) above by providing written notice to the Employer during the Notice Period.
- (c) Where the Player elects to terminate the Contract in accordance with clause (a) above, the termination will be effective:
  - i. immediately if the written notice is issued a minimum of 3 business days before the Contracting End Date for the upcoming BBL Season at that time; or
  - ii. on 30 June of that Contract Year if the written notice is issued:
    - with less than 3 business days remaining before the Contracting End Date for the upcoming BBL Season at that time; or
    - after the Contracting End Date of the BBL Season underway at that time.
- (d) Where the Player does not exercise the option to terminate the Contract within the Notice Period in accordance with clause (a) above, the parties will continue to be bound by the terms of this Contract and the Player will receive the 2018/19 and 2019/20 Retainer listed in Item 7.

**ITEM 7 – Retainer**

2018/19: \$[##]

2019/20: Subject to Item 6A, \$[##]

## Approved Amendments for W/BBL Contracting

### 4 Option to Extend – Player

This can be used where the Player wants an Option to extend the Term of the Player Contract.

#### ITEM 6 – Term

From: 1 July 2018

To: 30 June 2020, with an option for the Player to extend the Term for a further twelve months as set out in Item 6A below.

#### ITEM 6A – Option to Extend

In consideration of the Player entering into this Contract, the Employer grants the Player the option to extend the Term for a further period of twelve months by giving written notice to the Employer by no later than the date that is seven days after the W/BBL Contracting Start Date for the 2020/21 Season ("**Option**"). The decision whether or not to exercise the Option is at the Player's absolute discretion. If the Player exercises the Option on or before the date that is seven days after the W/BBL contracting start date for the 2020/21 Season:

- (a) the Parties will enter into a new W/BBL Player Contract (using the W/BBL Payer Contract template issued by Cricket Australia in respect of the 2020/21 Season) with a Term of 1 July 2020 to 30 June 2021; and
- (b) the Retainer payable to the Player for the period 1 July 2020 to 30 June 2021 shall be as listed for "the 2020/210 Season" in Item 7 below.

#### ITEM 7 – Retainer

2018/19 Season: \$[##]

2019/20 Season: \$[##]

2020/21 Season: Subject to Item 6A above, \$[##]

**5 Review Position – Player**

**Option 1**

This can be used where the Player wants to explore other opportunities and consider other offers.

**ITEM 6 – TERM**

From: 1 July 2018

To: 30 June 2021

**ITEM 6A**

- (1) The parties acknowledge and agree that at the end of the W/BBL Competition Period in the second Contract Year (in this instance BBL|09), the Player will be entitled to review their position at the W/BBL Team and, subject to compliance with all rules and regulations of CA relating to the W/BBL (including the W/BBL Player Contracting and Remuneration Rules), the Player will be permitted to explore potential opportunities and engage in discussions with other W/BBL teams.
- (2) If, following these discussions with other W/BBL teams, the Player receives an offer in writing (which may be conditional and/or non-legally binding to comply with the W/BBL Player Contracting and Remuneration Rules) to play for another W/BBL Team in the third Contract Year (BBL|10) with a Retainer greater (or potentially greater) than the Year 3 Retainer (BBL|10) detailed in Item 7 (New Team Offer), then:
  - (a) the Player must provide written notice of the New Team Offer to the W/BBL Team; and
  - (b) the W/BBL Team will have the right to match or better the New Team Offer.
- (3) If the W/BBL Team elects to match or better the New Team Offer (**Improved Offer**):
  - (a) it must do so within 14 days of receiving written notice of offer;
  - (b) the Years 3 Retainer (BBL|10) at Item 7 below will be varied by agreement of all the parties to this Agreement to reflect the terms of the Improved Offer; and
  - (c) the Player must fulfil his obligations to the W/BBL Team in accordance with the terms of this Agreement (as varied).

## Approved Amendments for W/BBL Contracting

Where this clause used, the retainer clause for Contracts with a Term that extends beyond the Term of the MOU (above) needs to be used as well, if the Term of the Contract goes beyond 30 June 2022.

- (4) If the W/BBL Team does not match or better the New Team Offer within 14 days of receiving written notice of the offer, the W/BBL Team will, on the Player's request and subject to compliance with the rules and regulations of CA relating to the W/BBL (including the W/BBL Player Contracting and Remuneration Rules):
- (a) trade; or
  - (b) if no trade is possible, transfer,
- the Player to the W/BBL Team that made the New Team Offer (and do all things reasonably necessary to achieve this) as soon as practicable, but not later than end of the W/BBL Trade Period that is ahead of the BBL Competition Period in the third Contract Year.
- (5) For the sake of clarity:
- (a) where the New Team Offer extends beyond Year 3 of this Agreement (BBL10), there is no obligation on the W/BBL Team to extend the Term of this Agreement as part of the Improved Offer; and
  - (b) the 14 days referred to in paragraphs (3) and (4) above will only be counted across days where the W/BBL Team can engage in binding contractual discussions with an existing Player in compliance with all rules and regulations of CA relating to the W/BBL (including the W/BBL Player Contracting and Remuneration Rules). As at the date of this Agreement these binding contractual discussion would be permitted "at any time other than the W/BBL Contracting Embargo Period".

### ITEM 7 – Retainer

2018/19 Season: \$[##]

2019/20 Season: \$[##]

2020/21 Season: Subject to Item 6A above, \$[##]

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OPTION 2

This can be used where the Player wants an Option to extend the Term of the Player Contract.

Where this clause used, the retainer clause for Contracts with a Term that extends beyond the Term of the MOU (above) needs to be used as well, if the Term of the Contract goes beyond 30 June 2022.

ITEM 6 – TERM

From: 1 July 2019

To: 30 June 2021

Item 6A

- (1) The parties acknowledge and agree that immediately following the end of the W/BBL Contracting Embargo Period in the second Contract Year, the Player and the Player's W/BBL Team will meet and/or have discussions in good faith for a period of [##] days (the **Option Consideration Period**) to discuss whether the Player, at her election, wishes to excise an option to enter into a new W/BBL Player Contract for a term beginning on [##] and ending on [##] (the **New WBBL|x Player Contract**).
- (2) In the event the Player informs the Player's W/BBL Team of her desire to enter into the New WBBL|## Player Contract with the Player's W/BBL Team during the Option Consideration Period, the parties agree that the Player's Retainer under the New WBBL|## Player Contract will be \$[##], but otherwise be on the same terms as her prior WBBL Player Contract (unless otherwise agreed).
- (3) For the avoidance of doubt, in the event the Player and the Player's W/BBL Team have not entered into the New WBBL|## Player Contract on or before the end of the Option Consideration Period, subject to compliance with all rules and regulations of CA relating to the W/BBL (including the W/BBL Player Contracting and Remuneration Rules), the Player will be permitted immediately to explore potential opportunities and engage in discussions with other W/BBL teams and enter into a W/BBL Player Contract with another W/BBL Team commencing at the end of the Term.
- (4) For the sake of clarity, the Option Consideration Period will only be counted across days where the W/BBL Team can engage in binding contractual discussions with an existing Player in compliance with all rules and regulations of CA relating to the W/BBL (including the W/BBL Player Contracting and Remuneration Rules).

## Approved Amendments for W/BBL Contracting

**7**

### OPTION 3

This can be used where the Player wants to explore other opportunities and consider other offers.

Where this clause used, the retainer clause for Contracts with a Term that extends beyond the Term of the MOU (above) needs to be used as well, if the Term of the Contract goes beyond 30 June 2022.

### ITEM 6 – TERM

From: 1 August 2017

To: 30 June 2020

The parties acknowledge and agree that at the end of the second Contract Year, the Player will be entitled to review their position at the W/BBL Team having regard to various factors including the playing opportunities that they were provided during the first two Contract Years of this Agreement and, subject to compliance with all rules and regulations of CA relating to the W/BBL (including the W/BBL Contracting and Remuneration Rules), the Player will be permitted to explore potential opportunities and engage in discussions with other W/BBL teams.

If, following these discussions with other W/BBL teams, the Player receives an offer in writing (which may be conditional and/or non-legally binding to comply with the W/BBL Contracting and Remuneration Rules) to play for another W/BBL team in the third Contract Year with a Retainer greater (or potentially greater) than the Year 3 Retainer detailed in Item 6, then the Player must disclose this offer to the W/BBL Team, and the W/BBL Team will have the right to match or better that offer. If the W/BBL Team elects to match or better the offer, the Year 3 Retainer will be varied by agreement by all the parties to this Agreement and the Player must fulfil his obligations to the W/BBL Team in accordance with the terms of this Agreement. If the W/BBL Team elects not to match or better the offer, the W/BBL Team and the Player agree to facilitate a trade to the Player's nominated W/BBL team ahead of the BBL Competition Period in the third Contract Year.

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**Retainer  
Calculation**

**Player Unavailability  
– National  
Commitments**

This can be used if the Player wants their retainer to be varied according to how many W/BBL matches (if any) the Player misses due to National Commitments.

**ITEM 7 – Retainer**

Payment will be based on the number of BBL matches the Player was available to play for the W/BBL Team during the W/BBL Competition Period for BBL|08. For the purposes of this calculation, the Player shall only be deemed to be unavailable for the W/BBL Team if he is not available for selection due to Australian national team commitments as set out in clauses 8.3 or 8.4 of this Agreement ("**Australian Commitments**") or if injured and receiving Cricket Australia injury match payment solely as a result of Australian Commitments (for the avoidance of doubt, if the Player receives any other injury not related to Australian Commitments he shall be considered available). If the Player was available for:

- 0-49% of the W/BBL Team's BBL matches in BBL|08 his retainer will be \$[##] in BBL|09
- 50-74% of the W/BBL Team's BBL matches in BBL|08 his retainer will be \$[##] in BBL|09
- 75-100% of the W/BBL Team's BBL matches in BBL|08 his retainer will be \$[##] in BBL|09,

Subject always to the Player receiving a Cricket Australia contract during the 2019-20 Contract Year.

If the Player does not receive a Cricket Australia contract during the 2019-20 Contract Year, the Player's Retainer will be determined by the following calculation instead:

- If the Player was available for 0-74% of the W/BBL Team's BBL matches in BBL|08 his retainer will \$[##] in BBL|09,
- If the Player was available for 75-100% of the W/BBL Team's BBL matches in BBL|08 his retainer will be \$[##] BBL|09.

## Approved Amendments for W/BBL Contracting

<p><b>9 Retainer Calculation Examples</b></p> <p>These clauses may be used if the Players want to include a Retainer clause which are a method of calculation or formulation of words rather than an amount.</p>	<p><b>ITEM 7 – Retainer</b></p> <p>BBL 10: \$[##] + (\$amount x percentage increase of the salary cap from BBL 09 to BBL 010)</p> <p>BBL 11: BBL 10 Retainer amount + (BBL 10 Retainer amount x percentage increase of the salary cap from BBL 10 to BBL 11)</p> <p><b>ITEM 7 – Retainer</b></p> <p>BBL 08: \$[##] or [##]% of the Salary Cap, whichever is greater</p> <p><b>ITEM 7 – Retainer</b></p> <p>BBL 09: \$[##] unless a different amount is negotiated and agreed by the BBL Team and the Player during the BBL 09 Contracting Period. If the BBL Team and Player fail to agree on an increase to the BBL 09 Retainer, the BBL 09 Retainer shall remain [#insert retainer above].</p> <p><b>ITEM 7 – Retainer</b></p> <p>BBL 08: \$[##] + (BBL 08 Retainer amount x any percentage increase of the Salary Cap for BBL 08 made after the date of execution of this Agreement)</p>
<p><b>10 Adjustment of Retainer for Non-Availability</b></p> <p>This clause can be used by Overseas Players to provide certainty regarding what happens to their retainer in the event they become unavailable.</p>	<p><b>PART 1:</b></p> <p>This Part 1 will apply if, during the period [##] to [##], the Player is:</p> <p>(a) Unavailable because of Home Board commitments (as referenced in Rule 4.6(d) of the W/BBL Contracting &amp; Remuneration Rule (“<b>unavailable</b>”)); or</p> <p>(b) Unavailable (as per the definitions of “Unavailable” in clause 1 in this W/BBL Overseas Player Contract).</p> <p>In either case if the Player is unavailable/Unavailable for only [#1] Minimum Match the Player will be entitled to the full Retainer.</p> <p>If the Player is unavailable/Unavailable for [#2 or more] Minimum Matches the adjusted Retainer will be calculated as follows: Adjusted Retainer = Retainer minus \$x for each Minimum Match (including any Final) in respect of which the Player is unavailable/Unavailable.</p>

**11 Adjustment of retainer for Australian Commitments**

This can be used if the Player wants their retainer to be varied according whether they are unavailable due to Australian Commitments.

**YEAR 1:**

- (a) Subject to part b) below the Player's Retainer for BBL|###] will be \$###] (**Year 1 Retainer**)
- (b) In the event that the Player receives a CA Player Contract for the 2019-20 Contract Year by date, part a) will not apply and instead, the Player's Retainer for BBL|09 will be calculated in accordance with part c) below. For the purpose of c) below, the Player will be considered '**available**', unless they are '**unavailable**' due to:
  - i. Australian national team commitments as set out in clauses 8.3 or 8.4 of this Agreement ("**Australian Commitments**");
  - ii. being injured and receiving Cricket Australia Injury Payments solely as a result of Australian Commitments (for the avoidance of doubt, if the Player receives any other injury not related to Australian Commitments they shall be considered 'available' for the purposes of (ii))
- (c) Where the Player and BBL Team agree in writing on or before 1 November, 2019 (**Initial Availability Agreement Date**) that the Player is likely to be '**available**' for:
  - i. nine (9) or more BBL matches in BBL|09 then the Player's Retainer will be the Year 1 Retainer;
  - ii. for between 5-8 BBL matches in BBL|09 then the Year 1 Retainer will be reduced by [##]% \$[##]; or
  - iii. between 0-4 of BBL matches in BBL|09 then the Year 1 Retainer will be reduced by [##]% \$[##],

irrespective of the number of BBL matches that the Player is actually available for BBL|09.

## Approved Amendments for W/BBL Contracting

- (d) Where the Player and the BBL Team are unable to agree on the Player's likely 'availability' for BBL|09 for the purposes of c) above by the:
- i. Initial Availability Agreement Date, then the parties agree to attend a mediation meeting also attended by representatives from Cricket Australia and the Australian Cricketers' Association, within 7 days in an attempt to reach an agreement on the Player's likely 'availability' at that meeting, but no later than 15 November 2019 (Final Availability Agreement Date).
  - ii. Final Availability Agreement Date, the Player shall be entitled to enter into discussions, subject to giving the Employer written notice, enter into a Playing Contract with another BBL Team for that and subsequent BBL Seasons (and hereby terminate this agreement).

### YEAR 2:

- (a) Subject to part b) below the Player's Retainer for BBL|10 will be \$[##] (**Year 2 Retainer**)
- (b) In the event that the Player receives a CA Player Contract for the 2020-21 Contract Year by April, 30 2020, part a) will not apply and instead, the Player's Retainer for BBL|10 will be calculated in accordance with part c) below. For the purpose of c) below, the Player will be considered 'available', unless they are 'unavailable' due to:
- i. Australian national team commitments as set out in clauses 8.3 or 8.4 of this Agreement ("**Australian Commitments**");
  - ii. being injured and receiving Cricket Australia Injury Payments solely as a result of Australian Commitments (for the avoidance of doubt, if the Player receives any other injury not related to Australian Commitments they shall be considered 'available' for the purposes of (ii))

## Approved Amendments for W/BBL Contracting

- (c) Where the Player and BBL Team agree in writing on or before 1 November, 2020 (**Initial Availability Agreement Date**) that the Player is likely to be **'available'** for:
  - i. nine (9) or more BBL matches in BBL|10 then the Player's Retainer will be the Year 2 Retainer;
  - ii. for between 5-8 BBL matches in BBL|10 then the Year 2 Retainer will be reduced by [##]% \$[##]; or
- (d) Where the Player and the BBL Team are unable to agree on the Player's likely 'availability' for BBL|10 for the purposes of c) above by the:
  - i. Initial Availability Agreement Date, then the parties agree to attend a mediation meeting also attended by representatives from Cricket Australia and the Australian Cricketers' Association, within 7 days in an attempt to reach an agreement on the Player's likely 'availability' at that meeting, but no later than 15 November 2020 (Final Availability Agreement Date).
  - ii. Final Availability Agreement Date, the Player shall be entitled to enter into discussions, subject to giving the Employer written notice, enter into a Playing Contract with another BBL Team for that and subsequent BBL Seasons (and hereby terminate this agreement).

### YEAR 3:

- (a) Subject to part b) below the Player's Retainer for BBL|11 will be \$[##] (**Year 3 Retainer**)
- (b) In the event that the Player receives a CA Player Contract for the 2021-22 Contract Year by April, 30 2021, part a) will not apply and instead, the Player's Retainer for BBL|11 will be calculated in accordance with part c) below. For the purpose of c) below, the Player will be considered **'available'**, unless they are **'unavailable'** due to:
  - i. Australian national team commitments as set out in clauses 8.3 or 8.4 of this Agreement ("Australian Commitments");
  - ii. being injured and receiving Cricket Australia Injury Payments solely as a result of Australian Commitments (for the avoidance of doubt, if the Player receives any other injury not related to Australian Commitments they shall be considered 'available' for the purposes of (ii))

## Approved Amendments for W/BBL Contracting

- (c) Where the Player and BBL Team agree in writing on or before 1 November, 2021 (**Initial Availability Agreement Date**) that the Player is likely to be 'available' for:
- i. nine (9) or more BBL matches in BBL|11 then the Player's Retainer will be the Year 3 Retainer;
  - ii. for between 5-8 BBL matches in BBL|11 then the Year 1 Retainer will be reduced by [##]% \$[##]; or
  - iii. between 0-4 of BBL matches in BBL|11 then the Year 1 Retainer will be reduced by [##]% \$[##],
- irrespective of the number of BBL matches that the Player is actually available for BBL|11.
- (d) Where the Player and the BBL Team are unable to agree on the Player's likely 'availability' for BBL|11 for the purposes of c) above by the:
- i. Initial Availability Agreement Date, then the parties agree to attend a mediation meeting also attended by representatives from Cricket Australia and the Australian Cricketers' Association, within 7 days in an attempt to reach an agreement on the Player's likely 'availability' at that meeting, but no later than 15 November 2021 (Final Availability Agreement Date).
  - ii. Final Availability Agreement Date, the Player shall be entitled to enter into discussions, subject to giving the Employer written notice, enter into a Playing Contract with another BBL Team for that and subsequent BBL Seasons (and hereby terminate this agreement).

## Approved Amendments for State Contracting

<p><b>1</b>    <b>Contract Term Extending Beyond the end of the MOU.</b></p> <p>This is needed because the Player Contract materially relies on the substance and terms MOU to have legal effect.</p>	<p><b>ITEM 5 – Term</b></p> <p>From: 1 July 2020</p> <p>To: 30 June 2023 (subject to the proviso in Item 6)</p> <p><b>ITEM 6 – Retainer</b></p> <p><i>## Note: Below to be inserted at end of Retainer:</i></p> <p>Provided that it is now agreed that the Retainers (above) and the operation of this Agreement beyond 30 June 2022 are subject to there being a replacement MOU between CA and the ACA in operation.”</p>
<p><b>2</b>    <b>% Retainer Clause for 2021/22</b></p> <p>This was needed to allow for multi-year contracting in 2020 due to the uncertainty brought about by the COVID-19 pandemic.</p>	<p><b>ITEM 6 – Retainer</b></p> <p>“2021/22: [##]% of the relevant [## State or W/BBL] retainer cap per Team set out in Schedule J of the MOU. This percentage is currently estimated to equate to \$[##] (but all parties acknowledge that estimated figure may be adjusted if the Cap per Team is adjusted in future using the mechanisms in the MOU).”</p>
<p><b>3</b>    <b>Review Position Clause</b></p> <p>This can be used where the Player wants to explore other opportunities and consider other offers.</p>	<p><b>ITEM 5 – Term</b></p> <p>From: 1 July 2020</p> <p>To: 30 June 2023 (subject to the proviso in item 6)</p> <p><b>ITEM 5A – Review Position</b></p> <p>(1) The parties acknowledge and agree that from immediately after the last match of the season in the relevant Interstate Competition in the second Contract Year (2021/22 Season), the Player will be entitled to review their position at the Employer (<b>Current State Team</b>) and, subject to compliance with all rules and regulations of CA relating to the Interstate Competition (including the State Player Contracting and Remuneration Rules), the Player will be permitted to explore potential opportunities and engage in discussions with other State Associations.</p>

## Approved Amendments for State Contracting

- (2) If, following these discussions with other State Associations, the Player receives an offer in writing (which may be conditional and/or non-legally binding to comply with the State Player Contracting and Remuneration Rules) to play for another State Association in the third Contract Year (2022/23 Season) with a Retainer greater (or potentially greater) than the third Contract Year Retainer (2022/23 Season) detailed in Item 6 (**New Team Offer**), then:
  - (a) the Player must provide written notice of the New Team Offer to the Current State Team; and
  - (b) the Current State Team will have the right to match or better the New Team Offer.
- (3) If the Current State Team elects to match or better the New Team Offer (**Improved Offer**):
  - (a) it must do so within 14 days of receiving written notice of offer;
  - (b) the third Contract Year Retainer (2022/23 Season) at Item 6 below will be varied by agreement of all the parties to this Agreement to reflect the terms of the Improved Offer; and
  - (c) the Player must fulfil their obligations to the Current State Team in accordance with the terms of this Agreement (as varied).
- (4) If the Current State Team does not match or better the New Team Offer within 14 days of receiving written notice of the offer, the Current State Team will, on the Player's request and subject to compliance with the rules and regulations of CA relating to the Interstate Competition (including the State Player Contracting and Remuneration Rules) transfer the Player to the State Association that made the New Team Offer (and do all things reasonably necessary to achieve this) as soon as practicable, but not prior to the State Contracting Start Date and not later than the State Contracting End Date prior to the third Contract Year.

## Approved Amendments for State Contracting

- (5) For the sake of clarity:
- (a) where the New Team Offer extends beyond the third Contract Year of this Agreement (2022/23 Season), there is no obligation on the Current State Team to extend the Term of this Agreement as part of the Improved Offer; and
  - (b) the 14 days referred to in paragraphs (3) and (4) above will only be counted across days where the Current State Team can engage in binding contractual discussions with an existing Player in compliance with all rules and regulations of CA relating to the State (including the State Player Contracting and Remuneration Rules). As at the date of this Agreement these binding contractual discussions would be permitted "at any time other than during the State Contracting Embargo Period".

### ITEM 6 – Retainer

2020/21 Season:     \$[##]

2021/22 Season:     \$[##]

2022/23 Season:     Subject to Item 5A above, \$[##]

Provided that it is now agreed that the Retainers (above) and the operation of this Agreement beyond 30 June 2022 are subject to their being a replacement MOU between CA and the ACA in operation.

**1 % Retainer Clause for 2020/21**

**ITEM 6 – Retainer**

(a) Retainer:

[## select option as appropriate to Player]

For W/BBL Players: [insert agreed percentage]% of the [BBL/ WBBL] relevant Retainer Cap Per Team (**Current Pool**) set out in [Part C, Item 2 or Part D, Item 2] of Schedule J of the MOU (**Retainer**). At the time of signing the Playing Contract the Current Pool amount for the 2020/2021 Contract Year is [insert \$1,860,000 or \$312,540] (**Current Pool Amount**), that would equate to a Retainer of [insert \$ amount] (**Initial Estimated Retainer**).

For State Players: [insert agreed percentage]% of the relevant Retainer Pool per State Association (**Current Pool**) set out in [Part G, Item 5 or Part H, Item 4] of Schedule J of the MOU (**Retainer**). At the time of signing the Playing Contract the Current Pool amount for the 2020/2021 Contract Year is [insert \$2,199,697 or \$376,180] (**Current Pool Amount**), that would equate to a Retainer of [insert \$ amount] (**Initial Estimated Retainer**).

For CA Players: [## insert agreed percentage]% of the relevant CA Retainers allocation (**Current Pool**) set out in [Part E, Item 2/Part F, Item 2] of Schedule J of the MOU (**Retainer**). At the time of signing the Playing Contract the Current Pool amount for the 2020/2021 Contract Year is [insert \$17,043,396 or \$1,596,182] (**Current Pool Amount**), that would equate to a Retainer of [insert \$ amount] (**Initial Estimated Retainer**).

- (b) **Adjustment of PPP and Current Pool:** The Player, the Employer and CA acknowledge that the Current Pool Amount may be varied downwards during the 2020/21 Contract Year if the Player Payments Pool (**PPP**) in the MOU, and more specifically within it the Current Pool, is validly adjusted downwards strictly in accordance with the provisions of the MOU including Articles 5.5, 5.7 and/or 5.8.

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(c) **Adjustment of Retainer:** To adjust the Initial Estimated Retainer (or a previously advised New Estimated Retainer), the Employer must issue a written notice to the Player (**Retainer Adjustment Notice**) containing:

- i. the proposed adjustment of the Initial Estimated Retainer (or a previously advised New Estimated Retainer) and the new estimate of that Retainer (the **New Estimated Retainer**), calculated in accordance with paragraphs (a) and (b) above;
- ii. reference to the relevant provisions of the MOU relied upon and their purported effect; and
- iii. the day from which it is intended that the New Estimated Retainer will take effect, being no less than 14 days from the date of that notice (**Adjustment Date**).

The Employer may issue one or more Retainer Adjustment Notices during the 2020/21 Contract Year, which in the case of the second or subsequent Retainer Adjustment Notice, may adjust the New Estimated Retainer downwards or upwards back up toward the Initial Estimated Retainer.

(d) **Payments:** The Player will be paid the Initial Estimated Retainer (or the New Estimated Retainer from the Adjustment Date) as required by clause 3.8 of the Playing Contract unless and until the period that is 14 days after the Player is validly issued by the Employer with a valid Retainer Adjustment Notice. If a Player has their Initial Estimated Retainer (or the New Estimated Retainer) validly adjusted in accordance with the MOU and the above provisions:

- i. any Retainer amounts validly paid or payable to the Player under the Playing Contract up until the Adjustment Date do not need to be repaid due to the adjustment of the Retainer;
- ii. any remaining amounts to be paid to the Player from the Adjustment Date to accord with the New Estimated Retainer will be calculated so that by the end of the contract year (30 June 2021), the Retainer will accord with the New Estimated Retainer as if it had been in place from the commencement date (1 July 2020), subject at all times to the condition under clause (i) above.

## Approved Amendments for W/BBL, State and CA Contracting

- (e) **Release Amount:** If the Employer advises by a Retainer Adjustment Notice that the New Estimated Retainer will be reduced to below the following amount \_\_\_\_\_ (**the Release Amount**), then the Player has the option to terminate the Playing Contract (and any related Marketing Contract or Additional Services Agreement) on and from the Adjustment Date, noting the application of clause 22 (Survival of Clauses) of the Player Contract. To exercise this right the Player must provide notice of such to the Employer by the Adjustment Date. This paragraph (e) is optional and if no Release Amount is included is of no effect."

## Approved Amendments for the 2020/21 State Contracting Period Only

### 1 % Retainer Clause for 2020/21

This was needed to allow for multi-year contracting in 2020 due to the uncertainty brought about by the COVID-19 pandemic. The clause was approved for use during the 2020/21 Contracting Period only.

### ITEM 6 - Retainer

"2022/23: [##]% of the relevant [## State or W/BBL] retainer cap per Team set out in Schedule J of the MOU. This percentage is currently estimated to equate to \$[##] (but all parties acknowledge that estimated figure (a) is based upon the retainer cap per Team for 2021/22 as a guide only, as there is not yet a retainer cap per Team that has been determined by a replacement MOU (referred to below) for 2022/23; and (b) may be adjusted if the cap per Team is adjusted in future using the mechanisms in the MOU)."

Provided that it is now agreed that the Retainers (above) and the operation of this Agreement beyond 30 June 2022 are subject to their being a replacement MOU between CA and the ACA in operation."

# Scheme Rules and Regulations

Approved October 2017



# 1 Preliminary

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## 1.1 Objects and Commencement Date

- (a) The objects of these Regulations are to:
- (i) provide a scheme for recognition of appropriately qualified Individuals as Accredited Agents;
  - (ii) maintain and improve the quality, competence and professionalism of Accredited Agents;
  - (iii) provide a mechanism for complaints against Accredited Agents to be investigated and addressed; and
  - (iv) benefit Players and Australian cricket generally by enabling Players to be represented by Accredited Agents who are bound by these Regulations and the Code of Conduct.
- (b) These Regulations have a commencement date of 15 October 2017.

## 1.2 Definitions

In these Regulations, including the Schedules to these Regulations, unless the context otherwise requires, the following terms have the following corresponding meanings:

**ACA** means Australian Cricketers' Association Inc. (ARBN 142 050 422);

**Accreditation Board** means the board constituted pursuant to Regulation 2;

**Accreditation** means accreditation granted to an Individual agent pursuant to these Regulations;

**Accredited** means accredited as an Accredited Agent pursuant to these Regulations;

**Accredited Agent** means an Individual who is currently accredited pursuant to these Regulations as an agent of Players;

**Agent** includes an agent, manager or representative of a Player;

**Agent Employer Entity** means a legal entity that employs an Accredited Agent for the purposes of that Accredited Agent providing agency services to Players;

**Annual Fee** means the fee payable by each Accredited Agent to the ACA for each year of his or her Accreditation (or other period, as determined by the ACA), as prescribed from time to time by the ACA;

**Appeal Fee** means the fee payable by Appellants for commencing an appeal to the Appeals Committee pursuant to Regulation 9, as prescribed from time to time by the ACA;

**Appeals Committee** means a committee comprising of one or more individuals appointed pursuant to Regulation 9.2 that convenes to determine appeals against determinations of the Accreditation Board as provided in these Regulations;

**Appellant** has the meaning given in Regulation 9.1;

**Applicant** means an Individual who is not an Accredited Agent, but who has applied for Accreditation as an Accredited Agent pursuant to Regulation 5.2;

**Application** means an application for accreditation as an Accredited Agent;

**Application Fee** means the fee payable by each Applicant to the ACA for the purpose of applying to become an Accredited Agent pursuant to Regulation 5.2, as prescribed from time to time by the ACA;

**Approaches** means initiating contact, by any means, including by meeting or other form of communication (including via phone, social media or text message);

**BBL** means CA's premier domestic T20 competition, currently known as the "KFC T20 Big Bash";

**BBL Team or WBBL Team** means a State Association in its capacity of fielding a team in the W/BBL pursuant to a Team Participation Agreement and undertaking operations in relation to that team;

**Bi-Annual Conference** means the conference held by the ACA on behalf of the Accreditation Board for Accredited Agents on a bi-annual basis (or as otherwise directed by the Accreditation Board) referred to in Regulation 3.2 and the clause 18.1 of the Code of Conduct.

**Board Member** means a member of the Accreditation Board;

**Business Day** means any day other than a Saturday, Sunday or public holiday in Melbourne, Victoria;

**CA** means Cricket Australia (ACN 006 089 130);

**CA Marketing Contract** has the meaning in Article 1.1 of the MOU;

**CA Match/Tour Contract** has the meaning in Article 1.1 of the MOU;

**CA Player Contract** has the meaning in Article 1.1 of the MOU;

**Chairperson** means the person appointed to chair the Accreditation Board pursuant to Regulation 2.1;

**Code of Conduct** means the Code of Conduct set out in Schedule 1 to these Regulations, as may be amended from time to time in accordance with Regulation 12.2;

**Expiry Date** means the date in each calendar year (being either the last day of February or any other date as determined from time to time by the ACA), immediately following which the Accreditation of Accredited Agents will expire, subject to renewal of Accreditation pursuant to Regulation 5.7;

**ICC** means the International Cricket Council;

**ICC Event** has the meaning given in the ICC Player Eligibility Regulations;

**ICC Player Eligibility Regulations** means the International Cricket Council Player Eligibility Regulations, as amended by the ICC from time to time;

**Individual** means a natural person and does not include a corporation or other legal entity, such as a partnership, unincorporated association or trust;

**International Match** has the meaning given in the ICC Player Eligibility Regulations;

**MOU** means the Memorandum of Understanding struck between Cricket Australia and the Australian Cricketers' Association Incorporated dated 29 August 2017 (with a commencement date of 1 August 2017), as may be amended from time to time in writing by CA and the ACA, and any successor agreements to that MOU;

**Overseas Player** means a person who:

- (a) does not hold Australian citizenship; or
- (b) is not eligible to play for CA in an International Match or an ICC Event pursuant to the ICC Player Eligibility Regulations; and
- (c) is not an Approved Australian Resident (as defined in the State Player Contracting and Remuneration Guidelines);

**Player** means a person contracted or proposed to be contracted by CA, a State Association or a W/ BBL Team pursuant to a Standard Player Contract, but does not include an Overseas Player;

**Pre-Accreditation Examination** means an examination as determined by the Accreditation Board (or with the authority of the Accreditation Board, by the ACA) which tests the knowledge of Applicants in relation to matters relevant to acting as an Accredited Agent;

**Prescribed Matters** means the matters set out in paragraphs (a) to (m) of Regulation 5.3;

**Register** means the Register of Accredited Agents to be maintained by the ACA pursuant to Regulation 4.2;

**Renewal Form** means the standard form for renewal of Accreditation as prescribed by the ACA from time to time and published on its website;

**Representative Committee** means the committee of Accredited Agents convened pursuant to Regulation 3;

**Rookie Contract** has the meaning in Article 1.1 of the MOU;

**Scheme** means the player agent accreditation scheme established pursuant to these Regulations;

**Standard Player Agent Agreement** means a standard form agreement between a Player and an Accredited Agent (or his or her Agent Employer Entity) in relation to the representation of the Player by the Accredited Agent, as may be prescribed from time to time by the Accreditation Board;

**Standard Player Contract** means a contract between a Player and CA, a State Association or W/ BBL Team in any of the following forms:

- (a) CA Player Contract;
- (b) CA Marketing Contract, including a Licensee Marketing Contract with a Player's nominated licensing entity;
- (c) State Player Contract;
- (d) Rookie Player Contract;
- (e) CA Match/Tour Contract;
- (f) W/BBL Player Contract;

**State Association** means:

- (a) New South Wales Cricket Association (ACN 000 011 987) trading as Cricket New South Wales;
- (b) Queensland Cricket Association (ACN 010 289 237) trading as Queensland Cricket;
- (c) South Australian Cricket Association Inc. (an association incorporated in South Australia, Registration Number A39440);
- (d) Tasmanian Cricket Association (ACN 009 476 993) trading as Cricket Tasmania;
- (e) Victorian Cricket Association (ACN 004 128 812) trading as Cricket Victoria; or
- (f) Western Australian Cricket Association (Inc.) (an association incorporated in Western Australia, Registration Number A0210001T); and

**State Player Contract** has the meaning in Article 1.1 of the MOU;

**Suspended or Cancelled Agent** means an Individual whose Accreditation has been suspended or cancelled pursuant to these Regulations;

**WBBL** means CA's premier Women's T20 competition;

**W/BBL** means either or both of the BBL or WBBL;

**W/BBL Contract** has the meaning in Article 1.1 of the MOU.

## 2 Accreditation Board

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### 2.1 Composition

- (a) The Accreditation Board will comprise up to five Board Members as follows:
  - (i) two Board Members nominated by agreement in writing between CA and the ACA;
  - (ii) two Board Members nominated in writing by the ACA; and
  - (iii) one Board Member nominated in writing by CA.
- (b) The Board Members nominated pursuant to:
  - (i) paragraph (a)(i) above may be:
    - (A) removed at any time in writing by either CA or the ACA; and
    - (B) replaced at any time by agreement in writing by CA and the ACA
  - (ii) paragraph (a)(ii) above may be removed or replaced at any time in writing by the ACA;
  - (iii) paragraph (a)(iii) above may be removed or replaced at any time in writing by CA.
- (c) One of the Board Members will be appointed as Chairperson by agreement of CA and the ACA and will retain that office until he or she resigns (as Chairperson or a Board Member) or is removed or replaced as a Board Member pursuant to paragraph (b) above.

## **2.2 Powers and Duties**

- (a) The Accreditation Board will have the following functions and responsibilities:
- (i) to consider, assess and approve or reject applications for accreditation pursuant to Regulation 5;
  - (ii) to investigate, or cause to be investigated, any written complaint concerning an Accredited Agent;
  - (iii) to monitor the performance of Accredited Agents;
  - (iv) to make determinations regarding the continuing accreditation, suspension of accreditation or cancellation of accreditation of any Accredited Agent;
  - (v) to consider and determine what continuing education, seminars or other courses of education must be undertaken by Accredited Agents in order to maintain their Accreditation; and
  - (vi) to review the operation of these Regulations and make recommendations to CA and the ACA for amendments, as it sees fit.
- (b) The discharge by the Accreditation Board of any of the functions and responsibilities with which the Accreditation Board is charged or the exercise of any of the powers and authorities that are conferred on the Accreditation Board shall not be capable of review other than in accordance with Regulation 9 and will, subject to Regulation 9, be final and binding.

## **2.3 Meetings and Resolutions of Accreditation Board**

- (a) A quorum for a meeting of the Accreditation Board will be three (3) Board Members.
- (b) Without limiting the discretion of the Accreditation Board as to the manner in which it determines to regulate its meetings, a meeting of the Accreditation Board may be conducted:
- (i) in person, by Board Members conferring by telephone, closed circuit television, or audio or audio-visual communication at the same time (Conference); or
  - (ii) by a majority of Board Members assenting in writing (by hand or by electronic means) to a resolution circulated to all Board Members, whether electronically or in hard copy (Circulating Resolution).
- (c) Any question may be resolved by the Accreditation Board:
- (i) at a Conference, by the assent of a majority of the Board Members participating in the Conference; or
  - (ii) by a Circulating Resolution, by the assent of a majority of all Board Members.
- (d) Notwithstanding that the Board Members are not present together in one place at the time of the Conference, a resolution passed at such a Conference shall be deemed to have been passed at a Board Meeting on the day and time at which the Conference was held.

- (e) In the case of a Circulating Resolution, a resolution shall be deemed to have been passed at a Board Meeting on the day and at the time when it is last assented to in writing by a Board Member thereby constituting a majority of the Accreditation Board.
- (f) Any minutes of a Conference purporting to be signed (including by email affirmation or electronic signature) by the person who presided at the Conference will be sufficient evidence of the observance of all necessary formalities regarding convening and conduct of the Conference. A Circulating Resolution confirmed by a majority of Board Members will be conclusive evidence that the resolution was passed.

#### **2.4 Accreditation Board Not Required to Provide Reasons**

The Accreditation Board is not required to provide reasons for any of its determinations pursuant to these Regulations.

### **3 Accreditation Board**

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#### **3.1 Purpose of Representative Committee**

A committee of Accredited Agents will be convened for the purpose of representing the views of Accredited Agents in relation to the Scheme to the Accreditation Board.

#### **3.2 Composition of Representative Committee**

- (a) The Representative Committee will comprise up to three (3) Accredited Agents, each of whom will hold office until the date of the next Bi-Annual Conference (or as otherwise determined by the ACA);
- (b) The members of the Representative Committee will be elected by a vote of Accredited Agents to be held at the Bi-Annual Conference (or as otherwise determined by the ACA), according to a process determined from time to time by the ACA. Where the number of nominees for election is equal to or less than the number of positions to be elected, each of the nominees will be declared elected, without the need for a vote.
- (c) Only Accredited Agents may be members of the Representative Committee (unless otherwise determined by the ACA).
- (d) Any member of the Representative Committee who ceases to be an Accredited Agent, has his or her Accreditation suspended or who resigns from the Representative Committee, will cease to be a member of the Representative Committee.
- (e) The ACA may appoint any Accredited Agent to fill a casual vacancy on the Representative Committee.

#### **3.3 Meetings with Accreditation Board**

The Representative Committee will meet with the Accreditation Board on at least one occasions in the twelve (12) month period. These meetings may take place in person, by telephone, by electronic means or by any combination of these methods.

## 4 Administration of Scheme

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### 4.1 ACA to Administer Scheme

The ACA will be responsible for the administration of the Scheme.

### 4.2 Register of Accredited Agents

- (a) The ACA will keep and maintain a Register, to be known as the Register of Accredited Agents, listing Individuals who are currently accredited as Accredited Agents.
- (b) At the discretion of the ACA, the Register may be published on the ACA's website and may show in respect of each Accredited Agent:
  - (i) their full name;
  - (ii) their business;
  - (iii) if applicable, the identity of their Agent Employer Entity;
  - (iv) the address of their principal place of business;
  - (v) their contact details; and
  - (vi) particulars of any adverse disciplinary determination or finding involving the Accredited Agent by the Accreditation Board, Appeals Committee or the ACA pursuant to these Regulations.

### 4.3 Fees

- (a) Subject to Regulations 4.3(b) and 9.6, all Annual Fees, Appeal Fees and Application Fees which are payable pursuant to these Regulations:
  - (i) will be payable to the ACA and may be retained or applied by the ACA in its discretion in recognition of the costs to the ACA of administering the Scheme;
  - (ii) are not refundable, notwithstanding any failure of an Applicant to become Accredited, any suspension or cancellation of an Accredited Agent's Accreditation pursuant to these Regulations or the outcome of any appeal pursuant to Regulation 9, unless otherwise determined by the Accreditation Board in its discretion.
- (b) If the ACA has, pursuant to Regulation 5.2(e), declined to submit an Application to the Accreditation Board or the Accreditation Board has refused an Application pursuant to Regulation 5.6, and no application for appeal in respect of the Application has been lodged, the Applicant may provide written notice to the ACA requesting a refund of 50% of the Application Fee. In the event such notice is provided, the ACA will provide such refund within a reasonable time, provided that the Application will be deemed withdrawn and the Applicant will be deemed to have waived any rights of appeal in respect of the Application.

## 5 Accreditation

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### 5.1 Only Individuals may be Accredited

- (a) Only Individuals may be Accredited as Accredited Agents.
- (b) Subject to 5.1(a) above, an Accredited Agent may be employed by an Agent Employer Entity that may have a contract with a Player. In that case, that contract between the Agent Employer Entity and a Player must be in the form of a Standard Player Agent Agreement. In this event, the Accredited Agent must ensure that the Agent Employer Entity and its other employees comply with the Regulations and Code of Conduct.

### 5.2 Application for Accreditation

- (a) An Individual may apply to the ACA to be Accredited as an Accredited Agent.
- (b) An Application for accreditation pursuant to this Regulation 5.2 must be in the form prescribed by the ACA from time to time and published on its website and contain (or be accompanied by) such information, documents or other materials relevant to the application as is specified in the form.
- (c) An Application must be:
  - (i) signed by the Applicant (which may be by electronic signature);
  - (ii) accompanied by payment to the ACA of the Application Fee; and
  - (iii) received by the ACA.
- (d) Subject to paragraph (e) below, unless withdrawn by the Applicant, an Application which complies with this Regulation 5.2 will be submitted to the Accreditation Board for consideration pursuant to Regulation 5.4.
- (e) The ACA will not be required to submit an Application to the Accreditation Board during any period of the relevant Individual's suspension from Accreditation or ineligibility to re-apply for Accreditation pursuant to these Regulations or where the Application does not comply with this Regulation 5.2.

### 5.3 Prescribed Matters

The following constitute 'Prescribed Matters' and represent grounds for the Accreditation Board to decline an application for Accreditation pursuant to Regulation 5.4, suspend or cancel an Accredited Agent's Accreditation or issue a reprimand or warning to an Accredited Agent pursuant to Regulation 7.3:

- (a) he or she was not over 18 years of age as at the date of the Application;
- (b) he or she has not paid (i) the Application Fee (ii) compensation pursuant to these Regulations or (iii) Annual Fee;
- (c) his or her Application is (or was) incomplete or contains false or misleading information;
- (d) he or she has not agreed to comply with these Regulations and the Code of Conduct as in force from time to time;

- (e) he or she does not have in place current professional indemnity insurance as required by these Regulations;
- (f) he or she has failed to demonstrate a standard of knowledge which the Accreditation Board reasonably requires in relation to any tests or examinations required in accordance with Regulation 6.4(b);
- (g) he or she is subject to a current period of suspension or ineligibility to re-apply for Accreditation pursuant to these Regulations;
- (h) in the opinion of the Accreditation Board (or in the case of an appeal pursuant to Regulation 9, in the opinion of the Appeals Committee), there is reason to believe that he or she is not of good reputation and character or is otherwise not a fit and proper person to act as an Accredited Agent pursuant to these Regulations;
- (i) in the opinion of the Accreditation Board (or in the case of an appeal pursuant to Regulation 9, in the opinion of the Appeals Committee), he or she is not in a position to properly serve in a capacity as a responsible and trusted adviser to a Player;
- (j) he or she has a conviction for an offence involving violence or abuse, dishonesty or deception;
- (k) he or she has been the subject of a court judgment (not over-turned on appeal) in civil proceedings involving findings against the Applicant of fraud, dishonesty or breach of duty;
- (l) he or she is an undischarged bankrupt or otherwise subject to bankruptcy proceedings; and
- (m) he or she has been disqualified from involvement in the management of a corporation or banned from practising in the financial services or credit industry, pursuant to the Corporations Act 2001 (Cth) or other legislation in Australia or overseas.

#### **5.4 Accreditation Board to Consider Application**

- (a) The Accreditation Board may decline to consider an Application which does not fulfill the requirements of Regulation 5.2.
- (b) Subject to Regulations 5.4(a) and (d), the Accreditation Board will consider all Applications submitted to it by the ACA and will approve each Application unless it determines, in its discretion, to decline the application where it determines that one or more of the Prescribed Matters applies.
- (c) For the purpose of considering an Application, the Accreditation Board may require an Applicant to participate in an interview.
- (d) Where the Accreditation Board approves an Application, it may do so subject to such reasonable terms and conditions as it sees fit, having regard to the Objects set out in Regulation 1.1 and the Prescribed Matters.
- (e) A determination of the Accreditation Board whether to accredit an Applicant as an Accredited Agent (or whether to do so only subject to terms and conditions) will be final and binding, subject only to any appeal pursuant to Regulation 9.

- (f) Notwithstanding any determination by the Accreditation Board (or the Appeals Committee pursuant to Regulation 9) that an Application for Accreditation should be approved, the Applicant will not become an Accredited Agent until the requirements pursuant to Regulation 5.5 have been satisfied.

### **5.5 Commencement of Accreditation**

Where the Accreditation Board determines that an Applicant should be Accredited as an Accredited Agent, the Applicant will become an Accredited Agent, subject to Regulations 4.3, 7 and 9 (until the next Expiry Date) when all of the following have been satisfied:

- (a) the ACA has received:
  - (i) the Annual Fee;
  - (ii) the written agreement of the Applicant to comply with these Regulations and the Code of Conduct (in each case, as amended from time to time); and
- (b) the Applicant has completed the Pre-Accreditation Examination and any stipulated induction procedure to the standard required by the Accreditation Board (or with the authority of the Accreditation Board, by the ACA) unless otherwise determined by the Accreditation Board.

### **5.6 Refusal of Accreditation**

- (a) Where the Accreditation Board determines to decline an Application (or to approve an Application only subject to additional terms and conditions), the ACA will provide notification of this determination to the Applicant within ten (10) Business Days of the determination.
- (b) An Applicant whose Application has been declined (or approved only subject to additional terms and conditions) may appeal the determination by the Accreditation Board, pursuant to Regulation 9.

### **5.7 Renewal of Accreditation**

- (a) Subject to Regulations 6.3(c), 7.3 and 9.2, an Accredited Agent (or an Individual who was previously an Accredited Agent whose accreditation has expired within the previous twelve (12) months) may renew his or her Accreditation each year for the period until the next Expiry Date (or any other period which is acceptable to the ACA), provided the all of the following requirements are satisfied:
  - (i) the ACA has received:
    - (A) payment of the Annual Fee;
    - (B) a signed completed Renewal Form; and
    - (C) any other documents or materials specified in the Renewal Form;in respect of the relevant period; and
  - (ii) (except as otherwise determined by the Accreditation Board) he or she has satisfied any professional development or testing requirements prescribed from time to time pursuant to Regulation 6.4.

- (b) Any Accredited Agent who has not satisfied the requirements of paragraph (a) following the expiry of any due date which has been notified to him or her by the ACA will have his or her Accreditation suspended until these requirements have been satisfied. If the requirements have not been satisfied within a twelve (12) month period following the due date, his or her Accreditation will be cancelled.
- (c) For the avoidance of doubt any Individual who was, as at 30 June 2017, an Accredited Agent under the previous Regulations established under the 2012-17 MOU will be eligible to apply for a renewal of their Accreditation (and provide relevant supporting documentation) as required by this Regulation 5.7 (a). These Individuals will not be required to re-sit the Pre-Accreditation Examination if they apply to renew their Accreditation by 31 December 2017, but may be subjected to additional professional development requirements or testing pursuant to Regulation 6.4 post renewal.

## 6 General Provisions Applying to Accredited Agents

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### 6.1 Obligations of Accredited Agents

Every Accredited Agent must themselves (and ensure that his or her Agent Employer Entity, if any, will):

- (a) comply in all respects with:
  - (i) these Regulations;
  - (ii) the Code of Conduct; and
  - (iii) any Standard Player Agent Agreement in relation to the Accredited Agent;
- (b) advise the ACA within five (5) Business Days following any change in the details submitted in the Accredited Agent's most recent Application or renewal form; and
- (c) make prompt ongoing disclosure to the ACA of any circumstances not previously disclosed to the Accreditation Board which:
  - (i) are relevant to any of the Prescribed Matters; or
  - (ii) constitute a breach by the Accredited Agent of these Regulations, the Code of Conduct or a Standard Player Agent Agreement.

### 6.2 Standard Player Agent Agreement

- (a) The Accreditation Board:
  - (i) may prescribe forms of Standard Player Agreement that must be used by Accredited Agents or their Agent Employer Entity when contracting with Players. These must be lodged with the ACA within seven (7) days of signing;
  - (ii) has, as at the date of these Regulations, prescribed a form of Standard Player Agent Agreement for use by an Accredited Agent's Agent Employer Entity. Subject to (c), below, this form of agreement must be used by the Agent Employer Entity, when contracting with Players. It must be lodged with the ACA within seven (7) days of signing;

- (iii) may update, amend or replace a Standard Player Agent Agreement from time to time;
  - (iv) may prescribe sub-regulations (which shall be binding pursuant to these Regulations) relating to the use of the Standard Player Agent Agreement. These sub-regulations may include (without limitation) a requirement for all new or varied contracts in respect of the representation of Players by Accredited Agents to be in the prescribed form and for all such contracts to be lodged with the ACA.
- (b) If an Accredited Agent wishes to enter into Standard Player Agent Agreement (or any other agency agreement) for more than a five (5) year term with a player (be they at that stage a Player or otherwise) who is, at that time under twenty (21) years of age, they must ensure that the player has consulted with the ACA before signing. If not, the contract may be voidable at the election of the player.
- (c) Any Accredited Agent (or relevant Agent Employer Entity) who was a party to a valid Standard Player Agreement entered into under the previous version of these Regulations (prior to 30 June 2017), may continue to use that form of agreement,

### **6.3 Professional Indemnity Insurance**

- (a) Each Accredited Agent must at all times have in place professional indemnity insurance cover that names them as an insured with a reputable insurer to a value of at least \$2 million (or such other value as determined by the Accreditation Board from time to time for the purposes of this Regulation) in accordance with any requirements, from time to time, of the Accreditation Board and must disclose a copy of the policy, a certificate of currency and related documents promptly upon request by the ACA. The relevant Agent Employer Entity (if any) must also be insured as set out above.
- (b) Each Accredited Agent must provide a certificate of currency for the professional indemnity insurance in accordance with paragraph (a) above to the ACA within five (5) Business Days following expiry of each policy period.
- (c) In the event of breach of paragraphs (a) or (b) above or where the ACA otherwise has reason to believe that the Accredited Agent (and relevant Agent Employer Entity, if any) is no longer insured under the professional indemnity insurance policy relied upon by the Accredited Agent for the purposes of his or her Accreditation, (without limiting any action which may be taken by the Accreditation Board), the ACA may immediately suspend the Accredited Agent's Accreditation (by notice to the Accredited Agent) until a certificate of currency demonstrating cover in accordance with these Regulations is provided.

### **6.4 Continuing Education and Testing**

- (a) Where the Accreditation Board deems appropriate (in the interests of achieving the Objects set forth in Regulation 1.1) it may from time to time specify education courses, seminars or similar activities which must be undertaken by Accredited Agents. Unless otherwise provided by the Accreditation Board, all Accredited Agents must participate in those courses, seminars or similar activities.

- (b) The Accreditation Board may also require Accredited Agents to demonstrate relevant knowledge by way of testing or examination (which may be in connection with the courses, seminars or similar activities described in paragraph (a) above or otherwise), additional to any tests or examinations required in relation to the initial Accreditation of the Accredited Agent.

## **7 Complaints, Investigations and Discipline**

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### **7.1 Complaints and Investigations**

The Accreditation Board (and/or the ACA or any other agent on its behalf) may consider any complaint against an Accredited Agent or investigate any possible or alleged breach by an Accredited Agent of these Regulations (including the Code of Conduct) or any Standard Player Agent Agreement or any circumstances which indicate that one or more of the Prescribed Matters may apply to the Accredited Agent.

### **7.2 Determination of Findings by Accreditation Board**

Where it appears to a majority of the Accreditation Board that:

- (a) one or more of the Prescribed Matters may apply to an Accredited Agent; or
- (b) an Accredited Agent may have breached these Regulations (including the Code of Conduct) or any Standard Player Agent Agreement,

the Accreditation Board may:

- (c) provide the Accredited Agent with a reasonable opportunity, in writing, to respond to the relevant allegations and show cause why the Accreditation Board should not exercise any of its powers pursuant to Regulation 7.3 in relation to those allegations; or
- (d) conduct a hearing in relation to the relevant allegations (which may take place in person, by telephone or by electronic means). The procedures for the hearing will be determined by the Accreditation Board, but the hearing must comply with the requirements of natural justice.

### **7.3 Discipline**

If, following the process in Regulation 7.2, a majority of the Accreditation Board is satisfied on the balance of probabilities that:

- (a) one or more of the Prescribed Matters applies to the Accredited Agent; or
- (b) the Accredited Agent has breached these Regulations (including the Code of Conduct) or any Standard Player Agent Agreement,

the Accreditation Board may (by majority vote) determine to:

- (c) seek to agree a sanction with the Accredited Agent;
- (d) suspend or cancel the Accreditation of the Accredited Agent;
- (e) issue the Accredited Agent with a warning or reprimand;

- (f) fix any period during which the Accredited Agent will not be permitted to re-apply for Accreditation;
- (g) impose conditions in relation to the above; and/or
- (h) in respect of any matters described in paragraph (b) above only, require the payment of reasonable compensation (in an amount determined by the Accreditation Board) by the Accredited Agent for persons affected by the relevant contravention (payable to the ACA for distribution to those persons affected in its absolute discretion) as a condition of the continued Accreditation of the Accredited Agent.

#### **7.4 Notification of Determination**

Where the Accreditation Board determines to exercise any of its powers pursuant to Regulation 7.3, the ACA will provide notification of this determination to the Accredited Agent (or Cancelled or Suspended Agent) within five (5) Business Days after the determination, who may appeal the determination to the Appeals Board pursuant to Regulation 9.

#### **7.5 Binding Determination**

Any determination of the Accreditation Board pursuant to this Regulation 7 will be final and binding, subject only to any appeal in accordance with Regulation 9.

## **8 Effect of Suspension or Cancellation of Accreditation**

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### **8.1 Suspended or Cancelled Agents Must Notify Players**

Any Suspended or Cancelled Agent must, within two (2) Business Days following the commencement of the cancellation or suspension of his or her Accreditation, provide written notification of the cancellation or suspension to all Players who are parties to any relevant Standard Player Agent Agreements in relation to the Suspended or Cancelled Agent.

### **8.2 Must Not Hold Out as Accredited Agent**

Any Suspended or Cancelled Agent must not:

- (a) during any period of suspension (where the Individual's Accreditation has been suspended);
- (b) following any cancellation of Accreditation (where the Individual's Accreditation has been cancelled, unless and until the individual successfully re-applies for Accreditation pursuant to these Regulations),

hold him or herself in any way to be an Accredited Agent (or use the Logo) and must take all reasonable steps to ensure that his or her Agent Employer Entity does not do so.

### **8.3 Cancelled Agents Must Re-Apply**

Except as otherwise determined by the Accreditation Board, any Individual who has had his or her Accreditation cancelled who wishes to again become an Accredited Agent will be required to re-apply for Accreditation and satisfy all requirements for Accreditation as applicable to Applicants pursuant to Regulation 5.

## 9 Appeals

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### 9.1 Time Limit for Notice of Appeal and Fee

Where, in these Regulations, it is provided that an Individual may appeal a determination of the Accreditation Board to the Appeals Committee pursuant to this Regulation 9, that Individual (Appellant) may only commence such an appeal by:

- (a) providing written notice to the ACA that he or she wishes to appeal the Accreditation Board's determination; and
- (b) lodging the Appeal Fee with the ACA,  
within fifteen (15) Business Days after being notified of the determination.

### 9.2 Composition of Appeals Committee

- (a) The members of the Appeals Committee will be appointed (or dismissed) by the ACA.
- (b) A minimum of one member of the Appeals Committee (as determined by the ACA) will determine each appeal.
- (c) At least one member of the Appeals Committee determining each appeal must be an experienced past or present legal practitioner.
- (d) The Appeals Committee must not include any current Board Members or any previous Board Members who were involved in the determination being appealed.

### 9.3 Powers of Appeals Committee

For the purposes of an appeal pursuant to this Regulation 9, the Appeals Committee may:

- (a) confirm any determination of the Accreditation Board; or
- (b) substitute its own determination in place of the determination of the Accreditation Board; and
- (c) exercise all powers as were available to the Accreditation Board in relation to the original determination.

### 9.4 Procedures of Appeals Committee

The Appeals Committee may determine its own procedures (including, without limitation, by conducting the whole or any part of the appeal on the papers or by telephone or electronic means), provided that:

- (a) the Appeals Committee must comply with the requirements of natural justice;

- (b) the following parties will have standing before the Appeals Committee:
  - (i) the Appellant;
  - (ii) any current Board Member;
  - (iii) any past Board Member who was involved in making the determination being appealed;
  - (iv) the ACA; and
  - (v) CA.

#### **9.5 Appeals Committee Not Required to Provide Reasons**

The Appeals Committee is not required to provide reasons for any of its determinations pursuant to these Regulations.

#### **9.6 Refund of Appeal Fee**

The Appeal Fee will not be refundable unless the appeal is successful and the Appeals Board determines that the Appeals Fee should be refunded.

#### **9.7 Determinations Final and Binding**

Any determinations of the Appeals Board pursuant to this Regulation 9 will be final and binding.

## **10 Agents of Overseas Players**

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### **10.1 Agents of Overseas Players:**

- (a) are not currently required to be Accredited by these Regulations;
- (b) are required by the MOU to complete a "Player Agent Integrity Declaration" by reason of Article 16.4 of the MOU if they wish to act on behalf of Overseas Player as set out in Article 16.2 of the MOU;
- (c) are eligible to be Accredited under these Regulations, and may elect to apply to be Accredited.

## **11 Logo**

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**11.1 Accredited Agents will be entitled to the use of the ACA Accredited Player Agent logo (Logo) on business cards, email signatures, letterhead and other approved business material in accordance with the ACA Accredited Player Agent Logo Guidelines. An Accredited Player Agent will be identifiable by this mark, which is only entitled to be displayed by an Accredited Agent under the ACA Player Agent Accreditation Scheme.**

**11.2 The Logo cannot be used by Agent Employer Entity unless directly connected with promotion or marketing of a particular Accredited Agent (and not their business more generally).**

## 12 Miscellaneous

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### 12.1 Notices

A notice will be taken to have been delivered to an Accredited Agent or an Applicant for Accreditation if it has been:

- (i) delivered to him or her in person;
- (ii) posted to the address;
- (iii) sent by email to the email address;
- (iv) sent by facsimile to the facsimile number,

most recently notified by him or her to the ACA or stated in the Register.

### 12.2 Amendments

These Regulations may be amended by agreement in writing between CA and the ACA from time to time. Amendments will be binding upon Accredited Agents, provided that that they will not be binding upon an Accredited Agent until at least twenty-eight (28) days after the ACA has delivered a notice specifying the amendments to the Accredited Agent in accordance with Regulation 12.1.

### 12.3 Interpretation

In these Regulations, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a Regulation, clause, paragraph, schedule or annexure is to a Regulation, clause or paragraph of, or schedule or annexure to, these Regulations, and a reference to these Regulations agreement includes any schedule or annexure or any sub-regulations made pursuant to these Regulations;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to time is to Melbourne, Australia time;
- (f) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (g) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions; and
- (h) headings are for ease of reference only and do not affect interpretation.

## Schedule 1

### Code of Conduct for Accredited Agents

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#### 1 General

- 1.1 Accredited Agents must at all times act in accordance with the law and the legitimate best interests of each Player they represent.
- 1.2 Accredited Agents must act in a professional manner, with due care and skill and with honesty and integrity towards each Player they represent.
- 1.3 Accredited Agents must give each Player a complete and truthful account of all negotiations, dealings and other matters conducted by them on behalf of the Player.
- 1.4 Accredited Agents must at all times represent Players with a conscientious regard for their personal and professional welfare.
- 1.5 Accredited Agents must not do anything that is materially detrimental to any Player they represent.
- 1.6 Accredited Agents must not act dishonestly or fraudulently in representing a Player or in any dealings with the Accreditation Board, the ACA, CA, the State Association or Territory Cricket Associations, or BBL Teams.
- 1.7 Accredited Agents must provide professional advice to, and act within the scope of their instructions provided by, the Player.
- 1.8 Accredited Agents must not do anything to bring the Game of Cricket into disrepute.
- 1.9 Accredited Agents must comply with all provisions of this Code of Conduct and the ACA Player Agent Accreditation Regulations from time to time.

#### 2 Conflicts of Interest

- 2.1 Accredited Agents must not be employed, contracted or otherwise engaged to provide coaching, management, consultancy, advisory or administration services to CA, a State Association or a W/ BBL Team ("Services To A Cricket Employer"), unless the Accreditation Board has provided prior written approval. Where approval has not been provided by the Accreditation Board, the Accredited Agent is prohibited from performing the Services To A Cricket Employer while he or she maintains Accreditation under these Regulations. If the Accredited Agent elects to perform the Services To A Cricket Employer, without prior written approval, his or her Accreditation may, amongst other things, be suspended for such period as determined by the Accreditation Board.
- 2.2 Accredited Agents must not engage in any activity which creates an actual or potential conflict of interest with their representation of a Player unless they have first provided full disclosure to the Player of the nature and extent of their interest and received the Player's express written consent to the conflict.

- 2.3 Accredited Agents must not solicit or accept any fees, commissions, money or any other benefit from any Cricket Team or Body in relation to any Standard Player Contract (unless by way of a direct payment of a commission or fee on behalf of a Player for whom he or she acts as an Accredited Agent, if expressly authorised in writing by that Player and that payment is fully disclosed to the Player).

### **3 Confidentiality**

- 3.1 Accredited Agents must maintain confidentiality in relation to all dealings involving any Player they represent except:
- (a) as directed by the Accreditation Board to comply with these Regulations;
  - (b) with the express written consent of the Player; or
  - (c) to the extent that they are required by law to disclose such matters.
- 3.2 Accredited Agents must keep the MOU and its contents confidential and only use it for the purposes of acting as an Accredited Agent or seeking legal, taxation or financial advice in the course of and for the purposes of acting as an Accredited Agent (or as required to be disclosed by compulsion of law).

### **4 Inducing Breach of Agent's Contract**

Accredited Agents must not (and must ensure that his or her Agent Employer Entity does not) procure, induce, assist or encourage a Player to breach the terms and conditions of that Player's contractual arrangements with another Accredited Agent or that other Accredited Agent's Agents Employer Entity.

### **5 Records and Accounts**

- 5.1 Accredited Agents must establish and maintain, throughout the period of representation, and for a period of not less than two (2) years after the conclusion of a Player's client relationship with the Accredited Agent or his employer, a comprehensive file and/or record of all services performed including (but not limited to), notes and memoranda regarding contract negotiations, fees, playing contracts, player representation agreements and deliver the same to the Player on request in writing.
- 5.2 Accredited Agents must comply with best accounting practice and make available books and other records to the Accreditation Board and other relevant authorities, as appropriate, for audits and other relevant purposes.

### **6 Compliance with MOU and CA Codes and Policies**

- 6.1 Notwithstanding that an Accredited Agent is not a party to or otherwise bound by the MOU (including its Schedules), it is acknowledged that Accredited Agents will have an authority to act on behalf of (and influence) Players they represent in accordance with the Standard Player Agent Agreement.
- 6.2 An Accredited Agent must:
- (a) insofar as the following documents seek to impose obligations directly upon the Accredited Agent comply with; and

- (b) not facilitate or induce a breach by the Player he or she represents of, the MOU (and its Schedules) and CA Codes and Policies including (but not limited to):
  - (i) Any Standard Player Contract;
  - (ii) An Overseas Club / Team Playing Agreement;
  - (iii) The State Player Contracting and Remuneration Rules;
  - (iv) The W/BBL Player Contracting and Remuneration Rules;
  - (v) An Application to Play Overseas (Form 1 referred to in Article 14.1(c) of the MOU);
  - (vi) The CA Code of Conduct;
  - (vii) The CA Anti-Doping Code;
  - (viii) The CA Anti-Corruption Code; and/or
  - (ix) The CA Illicit Substances Rule.

## **7 Professional Development and Knowledge**

- 7.1 Accredited Agents must maintain and improve their professional development by:
- (a) maintaining an up-to-date and thorough working knowledge of the MOU between CA and the ACA, Standard Player Contracts under the MOU, CA and ICC codes and policies, the ACA Player Agent Regulations, any Standard Player Agent Agreement and this Code of Conduct;
  - (b) sitting for any examination or test which the Accreditation Board reasonably requires;
  - (c) attending the Bi-Annual Conference (unless there are extenuating circumstances for non-attendance); and
  - (d) attending or completing any compulsory conferences, seminars, workshops, online modules and the like (as required by the Accreditation Board).

## **8 Disclosure**

- 8.1 Accredited Agents must disclose to Players they represent where they directly or indirectly solicit or accept money or anything of value for referring the Player to any third party for a product or service.
- 8.2 Accredited Agents must disclose their qualifications or lack thereof in any area on which they give or intend to give advice to a Player.
- 8.3 Accredited Agents must disclose to Players they represent any professional or commercial involvement they may have with any Cricket Team or Body or any of its coaches, officials, employees, directors or officers.
- 8.4 Accredited Agents must disclose to all Players they represent any material information they are aware of relating to the Player's personal affairs, contract negotiations or employment or commercial opportunities.

## 9 Approaches to Players

Accredited Agents must abide by the following rules in relation to Approaching cricket players they may possibly seek to represent as clients in the future:

- (a) Accredited Agents (or the Agent Employer Entity) must not Approach any player under 18 years of age, except through their parents or legal guardians. This applies whether or not they are a Player (as defined).
- (b) Accredited Agents (or their Agent Employer Entity) must not Approach any players during the time period when they are participating in state or national under-age representative competitions except with the written approval of the ACA's Operations Managers and CA at specified times and in circumstances (if any) expressly permitted. This applies whether or not they are a Player (as defined).
- (c) Accredited Agents (or their Agent Employer Entity) must not Approach any players while they are attending the CA Centre of Excellence (except with the written approval of the Manager of the CA Centre of Excellence). This applies whether or not they are a Player (as defined).
- (d) Accredited Agents (or their Agent Employer Entity) must not Approach players during the period commencing seven days before their secondary school or university examinations and concluding after their examinations are completed. This applies whether or not they are a Player (as defined).
- (e) Where an Accredited Agent (or their Agent Employer Entity) Approaches, or is Approached by, a Player who is a party to a player agent agreement with another Accredited Agent (or their Agent Employer Entity) ("Current Accredited Agent"), they must:
  - (i) advise the Player that he/she cannot represent the Player while he/she is being represented by another Current Accredited Agent (to the extent that current Accredited Agent has an exclusive agency arrangement with the Player, which is a common form of such arrangement);
  - (ii) advise the Player that he or she may only commence representing the Player (if they have an exclusive agency arrangement with their Current Accredited Agent):
    - A. by agreement or consent of the Current Accredited Agent;
    - B. once the Player or current Accredited Agent has terminated the player agent agreement in accordance with the terms of that player agent agreement; or
    - C. once the player agent agreement with the Current Accredited Agent has expired.
  - (iii) not represent or act on behalf of the Player until they have received confirmation of the matters in clause (ii) A to C above.
  - (iv) in the event the Accredited Agent is engaged by the Player, advise the ACA as soon as practicable following the execution of a Standard Player Agent Agreement and send a copy of the executed Standard Player Agent Agreement to the ACA within twenty-eight (28) days of signing.

## 10 Standard Player Agent Agreement

Accredited Agents must comply with any Regulation or sub-regulations of the Accreditation Board with respect to the use of a Standard Player Agent Agreement.

## 11 Professional Indemnity Insurance

Accredited Agents (and their Agent Employer Entity if any) must at all times maintain professional indemnity insurance in accordance with the Regulations.

## 12 Support for Players Not Re-Contracted

Accredited Agents (and their Agent Employer Entity if any) must provide appropriate support and counselling for any Player they represent who is not offered a renewal of his or her playing contract with CA, a State Association or a W/BBL Team.

## 13 Cooperation with Accreditation Board

- 13.1 Accredited Agents must provide the Accreditation Board in a timely manner with all materials and information that it deems relevant with respect to any inquiry it is making and in all other respects cooperate fully with the Accreditation Board.
- 13.2 This obligation is subject to an Accredited Agent's obligations of confidentiality to a Player, provided that the Accredited Agent must advise the Accreditation Board where he or she withholds any materials or information on the basis of confidentiality and the Accreditation Board may require the Accredited Agent to disclose confidential materials or information with the consent of the Player.

## 14 Definitions

In this Code of Conduct, defined terms have the meanings given in Regulation 1.2 of the ACA Player Agent Accreditation Regulations. In addition, the following terms have the following corresponding meanings:

**Cricket Team or Body** means:

- (a) CA;
- (b) a State Association;
- (c) a W/BBL Team;
- (d) any other cricket club or team or other person proposing to operate a cricket team;
- (e) any other cricket governing body or other person operating or proposing to operate a professional cricket competition; or
- (f) any person acting on behalf of a party in paragraphs (a) to (e) above.

### **Sub Regulation 1 dated 31 October 2017**

The Agent Accreditation Board passed the following Sub-Regulation dated 31 October 2017 pursuant to Regulations:

*“Sub-Regulation 1*

*Subject to Regulation 6.2(c) of the Regulations, the following forms of Standard Player Agent Agreements are hereby prescribed for use by an Accredited Agent (or their Agent Employer Entity) in accordance with Regulation 6.2 as set out below:*

- (a) The Standard Player Agent Agreement (Agent Employer Entity) must be used by an Agent Employer Entity when contracting with a Player as permitted by Regulation 5.1 of the Regulations. Please note that the Agent Employer Entity is required to employ an Accredited Agent to provide the Services under that agreement, who must be listed in the schedule to that agreement.*
- (b) The Standard Player Agent Agreement (Individual Accredited Agent) must be used by an Accredited Agent when contracting directly with a Player in his or her own name and capacity (as an Individual as defined in the Regulations).*

*These agreements must be lodged with the ACA within 7 days of signing.”*

A copy of the above agreements are available at <http://www.auscricket.com.au/agents/agent-accreditation>.

# Current Player Handbook

2020 – 2021





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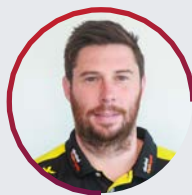
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**Emma Doherty**

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(TAS Female)

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✉ emma.doherty@crickettas.com.au



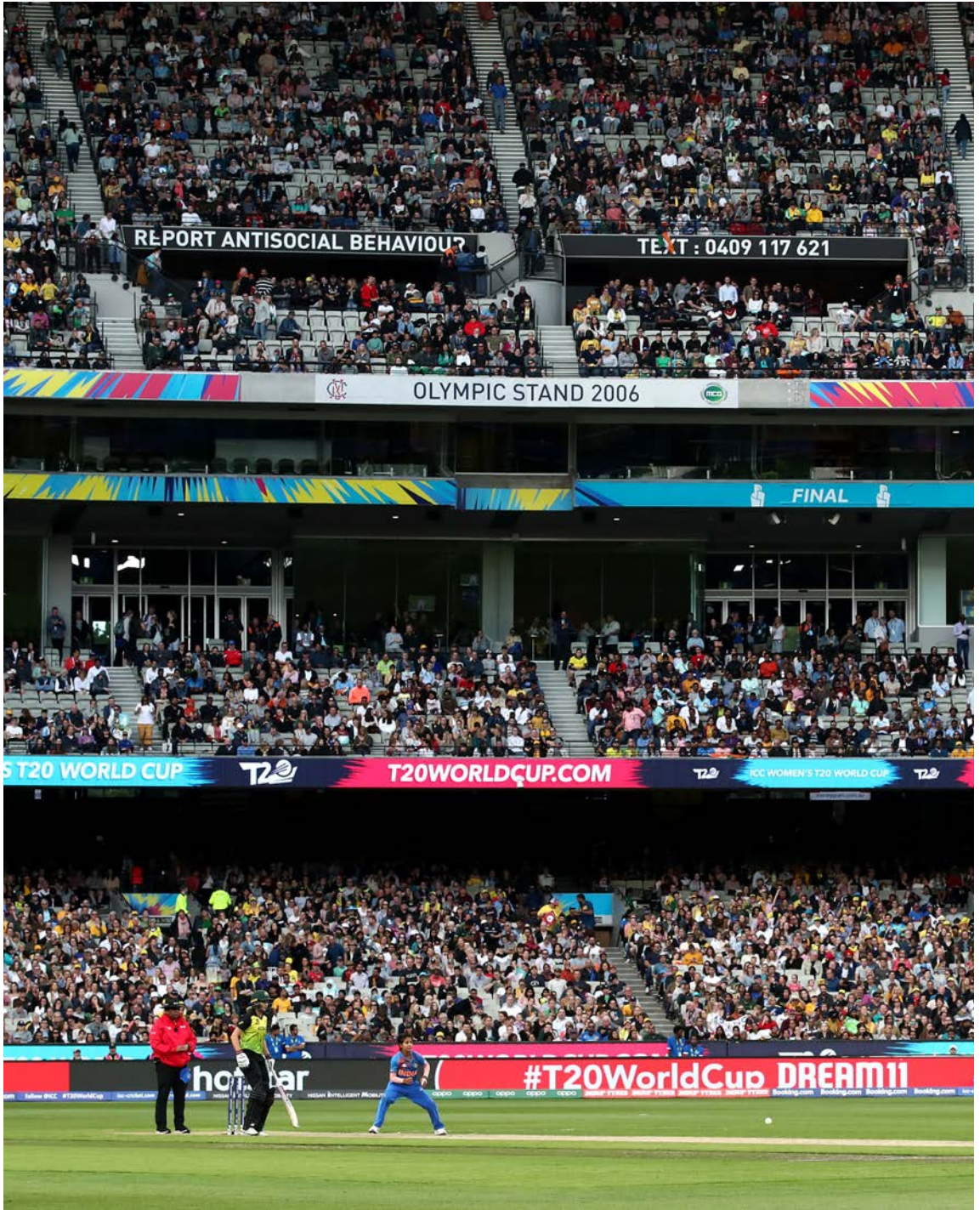
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# A Brief History of the ACA

Australian cricketers have long fought for better pay and conditions but the formal incorporation of the Australian Cricketers' Association in February 1997 represented the most significant action by a group of players since the World Series revolution of the 1970s.

Under our inaugural President, former Australian and South Australian spinner Tim May, the ACA brought together all the Australian and State first-class cricketers to argue for improved remuneration, conditions and security for players.

At the time, player payments were incredibly low - representing around 9% of the revenue generated by the game - and for State players, contracts didn't even exist in the way they do today. Most players were forced to combine increasing training and playing demands with full-time work, using annual leave entitlements from these other jobs in order to play or tour. Support for injured players was limited, job security was low and assistance for past players and female cricketers was negligible.

If you needed support or wanted to enhance your off-field skills, there were no professional development programs, education or training grants or career transition services.

In September 1997, all first-class male cricketers signed a document instructing the ACA to act on their behalf in dealing with the ACB (as Cricket Australia was then known) and the State Associations.

The initial proposal for improved male player conditions put forward by the ACA was rejected outright by the establishment and a stalemate between the parties followed.

Further meetings and stalemates were a regular part of the months that followed until the final signing of the agreement between the two parties in September 1998.

This agreement between the ACB and the ACA - called the Memorandum of Understanding (MOU) - achieved two major outcomes:

- The establishment of Standard State Contracts for all male State Players; and
- A share in Australian Cricket Revenue for players, creating genuine partnership between the game and its players.

In conjunction with Cricket Australia (CA), the ACA provides a comprehensive Professional Development and Wellbeing Program, while past players and current female cricketers are valued members of the Association, with access to a wide range of benefits and services.

These significant wins were achieved in no small way because the players stood strong, were united and were prepared to refuse to play unless a fair deal could be reached. This was a difficult period for the player group but it galvanised them and paid dividends both on and off the field. Although a player strike was averted, the brave actions of the players back then improved the conditions of not only the cricketers of their time, but paved the way for the increased benefits enjoyed by the generations that followed.

# About the ACA

## What is the ACA?

The Australian Cricketers' Association Inc. (ACA) is the collective and representative voice of past and present male and female elite domestic and international cricketers in Australia.

The ACA was established in 1997 to:

- Safeguard the rights of both present and past first-class cricketers;
- Provide for and improve the welfare of its members;
- Provide advice, services and assistance where deemed appropriate;
- Pursue initiatives that will ultimately benefit the membership.
- Promote the sport of cricket.

## Who should members contact at the ACA?

The day-to-day operations of the ACA and Player Development is managed by the staff members listed pages 3-8; their key responsibilities include:

- Protecting and improving the rights of past and present cricketers;
- Managing issues on behalf of players;
- Providing professional development opportunities for past and present cricketers;
- Pursuing initiatives that will benefit the membership;
- Developing commercial programs to help resource the ACA.
- Working with CA towards the betterment of the game of cricket;

## How is the ACA governed?

The ACA is governed by a Board of Directors in accordance with the ACA Constitution. There are currently ten Directors including four playing members.

## Who are the ACA Board Directors?

The current ACA Directors are:

- Greg Dyer (Chair)
- Shane Watson (President)
- Aaron Finch
- Alyssa Healy
- Janet Torney
- Kristen Beams
- Lisa Sthalekar
- Moises Henriques
- Neil Maxwell
- Pat Cummins





## Who are the ACA Delegates

ACA Delegates play an important role in representing the views and rights of the playing group. They are the conduit between the ACA and the playing groups.

The ACA delegates are:

- Erica Kershaw (ACT)
- Erin Osborne (ACT)
- Kurtis Patterson (NSW)
- Peter Nevill (NSW)
- Lisa Griffiths (NSW)
- Lauren Cheatle (NSW)
- Joe Burns (QLD)
- James Peirson (QLD)
- Holly Ferling (QLD)
- Georgia Redmayne (QLD)
- Callum Ferguson (SA)
- Nick Winter (SA)
- Alex Price (SA)
- Bridget Patterson (SA)
- Jordan Silk (TAS)
- Charlie Wakim (TAS)
- Sasha Moloney (TAS)
- Emma Flint (TAS)
- Peter Handscomb (VIC)
- Sam Harper (VIC)
- Molly Strano (VIC)
- Sophie Molineux (VIC)
- Sam Whiteman (WA)
- Jason Behrendorff (WA)
- Megan Banting (WA)
- Mathilda Carmichael (WA)

## Kerry Packer Award

The Kerry Packer award provides honorary life membership and is presented to members and non-members who are deemed to have served the ACA in an outstanding capacity. This award is judged by the ACA Board and James Packer, and has a rich history of former winners.

In previous years the below individuals have received the Kerry Packer award:

- Tim May
- Chum Darvall
- Ian Healy
- Matthew Hayden
- Greg Mail
- Paul Marsh
- Darren Lehmann
- Mike Hussey
- Greg Matthews
- Simon Katich
- The 2017 Australia A Squad
- Lisa Sthalekar

# ACA Membership

Being an ACA member provides you an exclusive opportunity to be part of a community of past and present cricketers that supports you throughout your cricket journey, and beyond.

The ACA values the contribution its members have made to the history of Australian cricket, and believe it is important to keep valuing that contribution.

We endeavour to maintain this unique bond amongst members, while using our influence to help grow the sport. We acknowledge that all the

members of the ACA have a responsibility to the game and ensuring its health for the future.

In the 2017-22 MOU, the players have re-committed to supporting past and current players through the benefits, grants, services and opportunities provided as a part of your ACA membership.



### What can I access as an ACA Member?

- Player representation and assistance
- Support Services
- Personal and professional development opportunities
- Coaching and game development opportunities
- Member and preferred supplier benefits

The ACA Membership year runs from 1 November –31 October and annual members are required to renew their membership before 1 November.

If you would like to join as a life member please contact the ACA on 03 9698 7200 or email: [admin@auscricket.com.au](mailto:admin@auscricket.com.au)

### ACA Website and login details:

When you join the ACA, you are provided with personalised login details to access the member benefits section of the website.

Once logged into the ACA website you can update your details, take advantage of member benefits, keep up to date with news and events.

If you have not been provided with this information or need to reset your information, simply contact the ACA [admin@auscricket.com.au](mailto:admin@auscricket.com.au) or 03 9698 7200.



# Player Representation

In addition to the services already detailed, the ACA provides representation and assistance for current players in 5 key areas:

- Memorandum of Understanding (MOU) Negotiation and other Collective Negotiations
- Issue Management and Advocacy
- Scheduling
- Security and Safety
- Representation on Committees/Groups that govern game decisions

A summary of these services follows.



## MOU Negotiation and other Collective Negotiations

One of the most important functions of the ACA is negotiating a Collective Bargaining Agreement (called the Memorandum of Understanding or MOU) with Cricket Australia (on its own behalf and on behalf of the State Associations and W/BBL Teams) on behalf of our membership.

The 2017-2022 MOU, which was finalised in August 2017, was a landmark agreement for male and female cricketers. It reflects the important role the ACA plays as your representative voice to secure the best possible agreement for current and past players in the short and long term.

The MOU reflects a partnership between the players and administrators that will support a sustainable growth model for cricket. Ultimately it should foster a process of greater co-operation between all parties to achieve a balanced and sustainable outcome for players, and the game of cricket more broadly (including grassroots cricket).

The ACA has been central in negotiating improved remuneration and workplace conditions for all elite players, and supporting player involvement in overseas competitions and leagues, such as the Indian Premier League (IPL), Kia Super League (KSL) and other Twenty20 competitions which have been established in recent years.

The ACA & CA incorporate improvements to the MOU from time-to-time. These improvements are captured as formal amendments.

Prior to the start of the 2020-21 season MOU amendment No.5 was agreed.

## Issues Management & Advocacy

The ACA assists its members in managing various issues that arise both on and off-field. These issues may be referred to the ACA by an individual member, their agents or by Cricket Australia.

The ACA also advocates directly with State Associations, W/BBL Teams, the Australian Athlete's Alliance (AAA) and other governing bodies on behalf of our membership. The types of issues dealt with on a regular basis are:

- > Use of players' intellectual property;
- > Facilitating verification of Player Appearance and Marketing Points;
- > Injury / Insurance payments;
- > Breaches of codes and policies;
- > Provision of contractual advice and interpretation;
- > Occupational Health and Safety;
- > Advocacy on gender equity issues;
- > Consistency of High Performance support provisions across State Associations and W/BBL clubs;
- > Providing operational advice to players with dual sport obligations;
- > Other cricket operational issues.

## Scheduling

Under the 2017-22 MOU, CA has agreed to consult with the ACA on a structured basis about cricket scheduling, games mix and domestic competition structures. As the sporting arena becomes an increasingly more competitive landscape and greater innovation is brought to cricket, the ACA plays an important role in ensuring the players' views are heard.

A Standing Scheduling Advisory Group meet biannually where representatives of ACA and CA will discuss all matters relevant to scheduling to assist CA to most appropriately balance:

- The significance of representation of Australia;
- Maintaining the highest level and/or quality domestic competitions;
- The needs of fans, sponsors and broadcasters;
- Player wellbeing;
- CA commercial arrangements.

## Security & Safety

The ACA plays an active role with CA in the area of player safety and security. Services provided include:

- Facilitating overseas tour security assessment and monitoring;
- Liaising with CA on security issues for domestic competitions;
- Contributing to the Occupational Health and Safety Committee to pursue workplace safety;

Through its relationship with FICA (Federation International Cricketers' Association), the ACA also provides members with assessments and monitoring in relation to ICC events and selected overseas domestic competitions.

## Representation on Committees/Groups that shape the game

The ACA represents current player views on Cricket Committees including:

- **Playing Conditions Committee**  
Working with CA on any changes to playing conditions that govern the domestic game in Australia
- **Premier Cricket Reference Groups**  
Supporting the development of Premier Cricket in Australia
- **Occupational Health & Safety Committee**  
Working with Cricket Australia to seek to improve the health and safety of our members on and off the field
- **Australian Cricket Awards and Hall of Fame Committee**  
Discussion and consultation on Award nominees and event structure
- **Standing Scheduling Advisory Group**  
Representing players' views to help determine the appropriate scheduling landscape for domestic and International Players
- **ACA Player Agent Accreditation Scheme**  
Accreditation and regulation of player agents representing professional cricketers in Australia.
- **CA-ACA Grassroots Fund Committee**  
Working with CA to effectively distribute the \$30m contribution the Players made to grassroots cricket.
- **Player Development Advisory Committee**  
Supporting players off-field development in conjunction with Cricket Australia and State Associations.



## Member Education & Wellbeing Program



In the 2017 MOU the players set aside \$13.4 million to enhance their own wellbeing and education structures.

What has emanated from this investment has been genuine engagement on establishing a program that the players themselves have helped create.

GamePlan provides a tailored approach to member wellbeing based on the different stage of career a player is at; whether at the early, middle or later stages.

GamePlan is supported by Player Development Managers across the country who provide a tailored approach to each individual's needs across the pillars of; MyWellbeing, MyEducation and MyCareer.



## **MyWellbeing: Caring for members physical and mental health**

### **Wellbeing Education**

The Australian Cricket Wellbeing Framework supports players with the skills and strategies to successfully navigate their way within the high performance environment.

The education is tailored to different ages and stages of a player's career, and just like skill development on the field, players will progress through the development of emotional and mental skills off the field.

#### **The Wellbeing Framework topics are:**

Stage 1: Self Awareness/Self Concept (1), Mental Health Literacy, Resilience (1)

Stage 2: Self Awareness/Self Concept (2), Resilience (2), Emotional Intelligence (1)

Stage 3: Self Awareness/Self Concept (3), Emotional Intelligence (2), Social Support & Relationships (1&2)

#### **The topics being delivered in Season 20/21 are:**

Stage 1: Self Awareness/Self Concept (1), Mental Health Literacy, Resilience (1)

Stage 2: Resilience (2)

Stage 3: Social Support & Relationships (1&2)

### **Wellbeing Network**

The ACA provides access to qualified psychologists and psychiatrists through the National Wellbeing Network for current and recently off-contract players (up to 36 months).

Members are also able to access their preferred psychologist and/or psychiatrist outside of the referral network and have these sessions reimbursed.

All sessions are treated confidentially, with de-identified invoices requested from providers.

For further information on the National Wellbeing Network contact your Player Development Manager or Justine Whipper at the ACA on [jwhipper@auscricket.com.au](mailto:jwhipper@auscricket.com.au) or 0402 327 238.

### **Counselling**

The ACA will fund up to six hours of confidential wellbeing counselling to members and their significant others through Benestar.

For immediate clinical support, 24 hours a day seven days a week, contact Benestar on the below numbers and advise you are a member of the ACA.

Australia: 1300 360 364

International: +61 8295 2292

All invoices from Benestar to the ACA are de-identified.

### **Health Checks**

The ACA Health Checks fund annual medical checks to members at a central location in each state.

A range of health providers are made available on a set day per year for members to access. Services provided may include:

- > Skin checks;
- > Vision testing.

For further information on GamePlan Health Checks please contact your Player Development Manager or Kylie Crowley on [kcrowley@auscricket.com.au](mailto:kcrowley@auscricket.com.au) or 03 9698 7200.

## **MyEducation: Member education and training**

### **Education Grants**

Current and transitioning players (up to 36 months) are encouraged to pursue education and training opportunities. The ACA through GamePlan makes a significant commitment to subsidise players' development through the provision of grants. Each member can apply annually for a grant/s of up to \$4,000, to be used towards professional development and formalised learning. For further information on education grants please contact your Player Development Manager or the ACA on 03 9698 7200.

### **Professional Development Workshops**

The ACA works closely with Player Development Managers to deliver valuable personal and professional skill development workshops to players throughout their playing career. Examples of sessions include, but are not limited to:

- › Leadership and decision making;
- › Holistic Development;
- › Media training & Public Speaking;
- › Career exploration, development and readiness.

### **Money Management**

Money Management is delivered out to all players to assist with financial literacy. ACA Member and Former First-Class Cricketer Allan Wise and his business Cygnet Advisory delivers workshops that are tailored to stages of a player's career and will touch on the following:

Early career sessions will focus on:

- › Understand your playing contract
- › What is ACRA

- › Introduction to super
- › Understanding your finances
- › Learn how to develop a budget and monitor changes (including a savings plan)
- › Introduction to credit cards, loans, banks and taxation
- › Highlight consequence of overspending or mismanaging finances
- › Considerations when selecting a financial planner, accountant and other financial service providers

Mid-Career sessions will focus on:

- › Revisit ACRA and Super
- › Managing cashflow
- › Building an income producing asset column
- › The power of compound interest
- › Understanding Risk vs. Volatility
- › Principles of investment and historical performances of different asset classes
- › Principles of tax, loans and credit cards, looking at the considerations and the traps
- › Socially Responsible & Ethical Investing

Late Career sessions will focus on:

- › Planning for the next phase after the game
- › Understanding Investments during transition
- › Smart passive income
- › Insurance – preparing for the what if
- › From single to responsibility

Players can also access funding for a one-on-one consult with Cygnet Advisory and access to a personalised Wealth Management Portal. For further information on the contact your Player Development Manager.

## MyCareer: Member career planning

### Career Next

Each player has the opportunity to work with their Player Development Manager on an Individual Development Plan (IDP) that will support their off field development.

The Individual Development Plan (IDP) focuses on five key areas that increase confidence in your future beyond cricket:

- > Self Awareness
- > Industry Exploration
- > Work Experience
- > Learning and Education
- > Networking

Having increased confidence in your future beyond cricket can help you feel more in control. A feeling of 'being in control' can have also a direct link with improved performance.

### Cricket Internships

The ACA, in partnership with Cricket Australia and the State Associations, offer ten week paid sport administration internships for ACA members looking to develop their careers. The internships have been made possible through funds donated by the current players and through partnerships with State Associations and W/BBL clubs. The ACA Internship Program is offered in April and open to all ACA Members.

### Work Placement

The Work Placement program is available to current and recently off contract players (up to 36 months). The program seeks to enhance members' career development and future employment prospects through the provision of up to 52 hours of paid work experience in an industry preferred by the member. This can be accessed by contacting your Player Development Manager.

## New Player Induction Camp

The ACA and Cricket Australia hold an annual Induction Camp for newly contracted players before the start of each season. The focus of the camp is to prepare players for life as a professional cricketer, and to demonstrate the importance of planning for life after cricket.

## GamePlan Next: Supporting members as they transition out of professional cricket

We understand that the first years outside of cricket involve a lot of change and we extend the following services to you for up to 36 months post State contract and 12 months post W/BBL.

- > Individual assistance from ACA Player Transition Manager
- > Education Grants
- > Access to paid work placements
- > Financial health check and planning
- > Wellbeing support services
- > Career services
- > Unique networking opportunities

When players are transitioning from the game, the ACA offers the opportunity to participate in a formal exit interview with the Player Transition Manager. This process helps the ACA to best support your transition into a career after cricket.

For further information on GamePlan Next or transition support please contact Player Transition Manager Carla Dziwoki on 0422 389 755 or 03 9698 7200.

## Player Hardship Fund

The ACA Player Hardship Fund was established in 1999 with the objective of providing assistance to cricketers, whether past or present, in times of genuine hardship. The beneficiaries of the fund may also include the immediate families of past and present players.

The ACA Player Hardship Fund can assist in variety of ways including but not restricted to:

- Financial grants;
- Financial loans;
- Financial education and counselling;
- Wellbeing counselling (gambling, relationships, drugs and alcohol, grief etc).

The fund is administered by the ACA and governed by the Player Hardship Fund Committee:

### **Alistair Nicholson**

ACA Chief Executive

### **Chum Darvall**

ACA Kerry Packer Award Winner

### **Paul Sheahan**

Former President, Melbourne Cricket Club; former Australian Test Cricketer

**Michael Kasprovicz** - Former Australian Test Cricketer and ACA President.

For further details, to refer an ACA member, or for a confidential application, contact Carla Dziwoki at the ACA on 03 9698 7200 or 0422 389 755.





# ACA Member Benefits

## Preferred Suppliers

The ACA has a number of preferred suppliers and partners that provide ACA members with access to discounts.



In order to claim the benefits from our preferred suppliers simply login to [www.auscricket.com.au](http://www.auscricket.com.au) using your login information, or contact the ACA on 03 9698 7200.

## State Reunions

The ACA hosts an annual state reunion in each state during the membership year.

This reunion, generally held at the scheduled Test Match in each state, is held in conjunction with the State Associations around Australia. It provides a wonderful opportunity for members to enjoy a day's play with former teammates and opposition players in a relaxed and social atmosphere.

The ACA encourages its members to get together and reminisce with players of their era as well as developing relationships with players from other eras.

Invitations are sent to all members that currently live in the state that the function is occurring. Due to the reunions having a set capacity RSVPs are taken on a first in first served basis.

For further information on member reunions contact the ACA on 03 9698 7200.

## Elite Cricketers Health Insurance Scheme

All contracted players are required to obtain top-level private health insurance as per their contract obligations. The ACA and CA offer the Elite Cricketers Health Insurance Scheme, to support those players with retainers of \$60,000 or below, with health insurance costs. This is funded from the Player Payments Pool (PPP). These players can access comprehensive top level hospital and extras cover through the ACA/CA BUPA Scheme. Alternatively, these players can continue to pay for their own cover through a provider of their choice. Any questions on the Elite Cricketers Health Insurance Scheme please contact Kirsty Lamb on 03 9698 7200.

# Coaching & Game Development Opportunities

## Grassroots Cricket Fund

The Grassroots Cricket Fund has been established to support the growth of cricket at the grassroots level. As part of the 2017-2022 MOU negotiation, players committed up to \$30 million over the coming years.

The funding will focus on the provision of funds to support cricket infrastructure and equipment for grassroots clubs around the country. A joint Cricket Australia -Australian Cricketers' Association committee is entrusted to make decisions on the allocation of the funds.

## Game Development Program

The ACA Game Development Program is designed to utilise the experience, skills and passion of ACA members to inspire the next generation of players and coaches.

The program is available to past players and part-time current players in 2020-21.

You can register at any time to participate in the Game Development Program.

For further information or to register contact Megan Pauwels at ACA on 03 9698 7200.

## Premier Cricket Program

The ACA Premier Cricket Program has been designed to support ACA members in their post-cricket lives via a program that retains and harnesses the skill, experience and knowledge of ACA Members to identify, instruct and inspire talent through both the male and female Premier Cricket pathways.

The objectives of the program are:

- > Provide a platform for ACA members to remain in Premier Cricket through playing, coaching and talent identification roles;
- > Narrow the gap between Premier Cricket and high performance/ domestic cricket;
- > Create additional opportunities for clubs to support and enhance existing budgets and structures;
- > Grow a sustainable program that ensures Premier Cricket remains the lifeblood of Australian Cricket;
- > Retain first-class cricketers in Premier Cricket;
- > Provide a higher level of Premier Cricket competition;
- > Identify, instruct and inspire the next generation of Australian elite cricketers; and
- > To balance Premier Club objectives with the development of emerging talent.

## Elite Coaching Program

The ACA believes in harnessing the skills, experience and knowledge of our Members. Developing these skills and having ACA Members involved in coaching roles throughout various stages of the Australian cricket pathway is an important process in developing young talent.

The ACA is committed to the coaching development of our members through both the High Performance (level 3) and Representative (level 2) coach accreditation programs.

Each year the ACA allocates funding towards coach accreditation. The number of members interested will determine the level to which the ACA is able to subsidise any of your course fees.

For further information regarding how the ACA can support members who would like to participate in coach accreditation programs contact Megan Pauwels at ACA on 03 9698 7200.

ACA Members are encouraged to apply for level one or two of accreditation on the community coaches' website [www.community.cricket.com.au](http://www.community.cricket.com.au).

Please contact Megan Pauwels at the ACA on 03 9698 7200 or at [mpauwels@auscricket.com.au](mailto:mpauwels@auscricket.com.au) to notify us of your intention to complete a course.



# Rules, Codes & Regulations

## What rules, codes and regulations are current players subject to?

The ICC and Cricket Australia have a series of rules, codes and regulations that apply to players.

International players are bound by both the ICC and CA codes. CA's codes cover Australia's domestic competitions.

It is vital that as players you understand these rules, codes and regulations, so if you have any questions or feel that you have breached any of the below codes, please contact the ACA immediately.

These include:

- ICC Code of Conduct for Players and Player Support Personnel;
- ICC Anti-Doping Code for Players and Player Support Personnel;
- ICC Anti-Corruption Code for Participants and the ICC's Minimum Standards for Players and Match Officials' Arenas at International Matches;
- CA Anti-Corruption Code
- CA Anti-Doping Code
- CA Anti-Harassment Code
- CA Anti-Racism Code
- Australian Cricket Heat Policy

- CA Code of Conduct
- CA Code of Conduct for Other Cricket Events
- CA Concussion and Head Trauma Policy
- CA Illicit Substances Rule
- CA PMOA Minimum Standards
- CA State Clothing and Equipment Regulations
- CA Supplement Policy
- CA & ACA Parental Leave Policy

Any rules of behaviour prescribed from time-to-time by CA or by the Players' State Association or W/BBL Team (if any);

Players may also be subject to applicable ICC, State and W/BBL codes and policies.

The ICC Anti-Doping Code now applies to applicable players (those who have participated in at least one International Match in the previous 12 months) at all times of the year (both inside and outside competition).

Under standard CA, State and W/BBL contracts players agree to comply with the ICC Code of Conduct.

The ICC Code of Conduct, ICC Anti-Corruption Code and ICC Anti-Racism Code each provide that they apply to all cricketers from the time of their selection in any playing or touring team or squad for an International Match or Tour until they have not participated in an International Match for at least three months.

Players should also be aware of the ICC regulations regarding "Disapproved Cricket", which provide severe penalties for players who participate in "Disapproved Cricket".



A brief description of the main regulations, codes and policies follows.

Overseas domestic cricket (such as the Indian Premier League and Kia Super League) will also be subject to the codes and policies governing those competitions.

## 1

### **Cricket Australia Anti-Doping Code/ICC Anti-Doping Code**

Cricket Australia has adopted the Cricket Australia Anti-Doping Code to impose clear prohibitions and controls in the sport of cricket in accordance with the mandatory provisions of the World Anti-Doping Code, as part of Cricket Australia's continuing efforts to:

- > Maintain the integrity of the sport of cricket;
- > Protect the rights and health of all participants in the sport of cricket; and
- > Keep the sport of cricket free from doping.

Among other things, both of these codes prohibit the use, possession or presence in a player's sample, of any of the prohibited substances set out in the current WADA Prohibited List.

Players may be in violation of these codes even if they did not know that they were taking a prohibited substance.

Players are urged to ensure that any substance they take is allowed under the Cricket Australia Anti-Doping Code and ICC Anti-Doping Code.

Players are encouraged to speak to their Team Doctor if they are in any doubt about the status of any substance, or utilise any of the following websites or phone numbers below to do so.

## Important Contacts

Organisation	Phone	Web/Email
Sports Integrity Australia	13 000 ASADA (13 000 27 232)  From outside Australia +61 262 224 200	www.sportsintegrity.gov.au
WADA		www.wada-ama.org
Cricket Australia	03 9653 9999	www.cricket.com.au
Sport Australia		www.ausport.gov.au
Australian Sports Drug Medical Advisory Committee		www.asdmac.gov.au
Dr Peter Harcourt (Cricket Australia Anti-Doping Officer)	0417 007 744	
Dr John Orchard (Chief Medical Officer)	0417 427 439	johnworchard@gmail.com
Sean Carroll (Head of Integrity and Security)	0411 214 783	sean.carroll@cricket.com.au

## State/Territory Doctors

Medical Officers	State	Email	Phone
Dr John Orchard	Cricket Australia CMO & Cricket NSW	johnworchard@gmail.com; john.orchard@cricket.com.au	0417 427 439
Dr Mark Young	Queensland Cricket	mark@mysport.com.au	0419 817 728
Dr Trefor James	Cricket Victoria	tjames3@bigpond.net.au	0411 519 383
Dr John Saul	Cricket Tasmania	jsaul@bigpond.com	0409525502
Dr Richard Saw	Cricket Australia Men's Team	richard.saw@cricket.com.au	0403 451 118
Dr Geoff Verrall	SACA	geoffrey.verall@gmail.com	0433 096 014
Dr Thomas Hill	WACA	hillt32@gmail.com	0410 567 344
Dr Philippa Inge	Cricket Australia Women	philippa.inge@gmail.com	0421824 626
Dr Kylie Shaw	Cricket ACT	kylieshaw@me.com	0450 011 173

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### **Cricket Australia Code of Conduct / ICC Code of Conduct**

All Cricket Australia, State and W/BBL players are bound by the Cricket Australia Code of Conduct. The code covers both on-field and off-field indiscretions and provides for players to be fined and/or suspended depending on the indiscretion.

The code aims to provide:

- An effective means to deter any participant from conducting themselves improperly on and off the 'field-of-play' or in a manner that is contrary to the 'spirit of cricket'; and
- A disciplinary procedure pursuant to which all matters of improper conduct can be dealt with fairly, with certainty and in an expeditious manner.

ICC Code of Conduct covers similar matters and provides for similar types of penalties.

The Cricket Australia Code of Conduct also incorporates the CA Illicit Substance Rule.

#### **What is the Illicit Substances Rule?**

The Illicit Substances Rule focuses exclusively on out of competition testing for illicit substances only. All players can be tested and testing can be random or targeted.

Players should be aware of the penalties for testing positive under the illicit substances rule.

3

### **Cricket Australia Anti-Corruption Code / ICC Anti-Corruption Code**

The Cricket Australia Anti-Corruption Code provides for penalties for matters such as corruption, betting by players, misuse and disclosure of inside information, provision or receipt of gifts or benefits, failing to disclose any improper approaches and failing to cooperate with Cricket Australia investigations in relation to domestic matches played in Australia.

The ICC Anti-Corruption Code contains similar prohibitions for international matches, as does the Anti-Corruption rules of other National Cricket Federations.

Potential penalties under these codes are severe.

4

### **ICC Regulations Regarding "Disapproved Cricket"**

The ICC Regulations on Sanctioning of Events define "Disapproved Cricket" as any cricket match or event that is not duly sanctioned by the relevant National Cricket Federation or the ICC, in accordance to article 2 of these regulations.

The ICC Regulations require National Cricket Federations to impose sanctions on individuals who participate in Disapproved Cricket and require them to exclude any such individuals from participating in official matches and events for a defined period.

The ICC has advised that this period is to be defined on a case-by-case basis, but recommends generally imposing at least a six-month ban.

5

### **Cricket Australia Anti-Racism Code**

The Cricket Australia Anti-Racism Code is adopted and implemented as part of efforts to maintain the public image, popularity and integrity of cricket by providing:

- An effective means to deter any participant from conducting themselves in a manner that may be construed as racially and/or religiously offensive; and
- A disciplinary procedure where all matters of improper conduct of this nature can be dealt with fairly, with certainty and in an efficient manner.

An offence under the Anti-Racism Code amounts to engaging in any conduct (whether through the use of language, gestures, actions or otherwise) which is likely to offend, insult, humiliate, intimidate, threaten, disparage or vilify any reasonable person in the position of a player, Player Support Personnel or any other person (including a spectator) on the basis of their race, religion, culture, colour, descent, national or ethnic origin.

Penalties range between two matches and a lifetime ban, and are considered in accordance with the player's history, severity of offence, whether it is a repeat offence and other factors.

6

### **The Cricket Australia Anti-Harassment Code**

The Anti-Harassment Policy prohibits unwelcome sexual advances or conduct where a reasonable person would be offended, humiliated or intimidated, and is defined in the eye of the receiver not the instigator.

The Code applies to all persons subject to the Cricket Australia Code of Conduct. The Policy applies if a person is subjected to harassment which occurs during the course of any Cricket Australia business, activities, matches or events.





# Player Employment Conditions

## What employment conditions govern players?

The MOU agreed between ACA (on behalf of its members) and CA (on its behalf and on behalf of its State Associations and W/BBL teams) is the basis on which to build on the success of Australian cricket and is the legal framework that governs the terms and conditions that support our elite players. The ACA and CA agreed to an MOU built on the following provisions:

- A five-year term beginning 1 August 2017;
- One agreement for all male and female players for the first time in Australian cricket;
- A revenue sharing model, ensuring all players – male and female – are partners in the game of cricket;
- A gender equity-pay model;
- The biggest pay rise in the history of women's sport in Australia;
- A revenue sharing model in which players share in up to 30% of agreed revenue.

The five-year arrangement sets a clear remuneration, benefits and relationship strategy for CA, State Associations, W/BBL teams, the ACA and the players to work together in partnership under a clear set of rules and procedures that govern various aspects of the relationship.

The MOU also references or includes in schedules a number of important documents, including:

- General Conditions for all Player Contracts;
- Marketing Contracts between CA and a player (or their nominated licensee entities);

- W/BBL Overseas Playing Contract;
- Overseas Club/Team Playing Agreements – CA /State/W/BBL players;
- An approval form to play in overseas competitions;
- Details on Domestic and International Scheduling;
- A Framework for a new Standing Scheduling Advisory Group (SSAG);
- State Player Contracting and Remuneration Rules;
- An approval to transfer to another state association;
- W/BBL Contracting and Remuneration Rules;
- W/BBL Medical Certificate forms;
- CA Licensing Classifications;
- Allocation of player payments pool and Australian Performance Pool;
- An Other Sport Approval form;
- Players Parental Leave Policy
- Interim Training Engagement Letter.

In addition, it should be noted that players may agree to additional obligations during the term if they execute other agreements, such as by executing an Additional Services Agreement (ASA) or standard squad terms to participate in ICC Events such as ICC World Twenty20 tournaments or ICC World Cup tournaments. These other agreements may impose additional obligations and restrictions on players in relation to those events and grant additional rights to the bodies conducting those events and their commercial partners.

## Memorandum of Understanding (MOU)

The MOU provides rules and procedures which govern the relationship between the players, Cricket Australia, State Associations and W/BBL Teams, including:

- Distribution of a proportion of Australian Cricket Revenue to players via a Player Payment Pool and a Performance Pool;
- Contracting of players by CA, States and W/BBL teams;
- Personal sponsorship and media agreements;
- Approval and conditions of players playing for overseas clubs and teams;
- Promotional and behavioural obligations;
- Use of players' attributes for licensing and merchandising activities;
- Transfer of players between State Associations and W/BBL teams;
- Commercial activities of the ACA;
- Establishment of the CA-ACA Grassroots Fund (CGF);
- Professional Development Program;
- Past Player Programs;
- Support for the ACA Player Agent Accreditation Scheme.

All standard playing contracts (i.e. CA, State, Rookie and W/BBL) are incorporated by reference into and, as such, form part of, the MOU.

## Playing Contracts and the Contracting Process

The General Conditions of Contract (General Conditions) have been agreed by the ACA and CA, and form part of the contracts of all elite Australian and Domestic players. A General Conditions will now cover contracting for the following players:

- CA contracted players;
- State contracted players;
- W/BBL contracted players;
- Players contracted for State or Tour matches;
- Rookie male contracted players.

A W/BBL Overseas Playing Contract (that is different to the General Conditions) will be used to contract all overseas players who wish to play in the Big Bash League or Women's Big Bash League.

Other contract points to note include:

- All contracts expressly refer to and include the provisions of the MOU, such as in relation to a player's share of Australian Cricket Revenue.
- Multi-year contracts are available for:
  - CA contracted players
  - State contracted players
  - W/BBL contracted players
  - Rookie male players
- Current players can be contracted under multiple contracts at the same time:
  - i.e. CA Contract, State Contract, and/or W/BBL Contract

If any changes are proposed to be made by CA, a State Association or W/BBL Team to the General Conditions or any special conditions are sought to be imposed, please contact the ACA – as there is an approval process that must be complied with between the ACA and CA

## CA Player Contracts

CA must enter into CA Player Contracts with a minimum of 17 and up to a maximum of 20 players for the CA men. CA must enter into CA Player Contracts with a minimum of 12 and up to a maximum of 15 players for the CA women. CA will notify the ACA and State Associations of these players by 30 April of each year.

Players offered CA Player Contracts may have the ability to negotiate the length of these contracts, but the amount of the contract retainer is calculated by a pre-determined formula according to the player's ranking by the National Selection Panel (NSP), subject to pre-agreed minimum retainers and fees. Players outside the initial group offered CA Player Contracts can still earn an upgrade to one of these contracts by playing (i.e. in the selected XI) for Australia during the year and earning 12 upgrade points.

CA upgrade points are allocated as follows:

	Test	ODI	T20I
<b>CA Men</b>	5 points	2 points	1 point
<b>CA Women</b>	4 points	2 points	2 points

*\*For concussion replacement upgrade information please see page 58.*

A player upgraded to a CA Player Contract receives the minimum retainer amount (see Player Benefits section of this handbook).

Players contracted under CA Player Contracts may not enter a State Player Contract for the period of their CA Player Contracts. They may, however, be required to play and train for their State team under their CA Player Contracts. Players contracted under CA Player Contracts may, however, enter into a W/BBL Contract with a W/BBL Team for the same period.

CA players have no obligation to play in the W/BBL unless they have entered a W/BBL Contract.





## Cricket Australia (CA) Marketing Contracts

For each contract year, CA will enter into CA Marketing Contracts with CA marketing players or their nominated licensee entities providing for additional payments from a pool of marketing funds payable for the performance, as directed by CA, of player appearances and the use of player attributes. These contracts are entered into by CA with either a player or a nominated licensed entity (such as a trustee of a player's family trust) which is a licensee of the player's marketing rights (known as a 'Licensee Marketing Contract').

These offers will be made to all of the 17 to 20 male players and all of the 12 to 15 female players who are offered CA Player Contracts prior to the start of the contract Year.

CA may offer up to eight (8) further players (or their nominated licensee entities) CA Marketing Contracts.

This financial return for players is in the form of the payment of a share of an overall pool of funds known as 'the Marketing Pool' following the end of the relevant contract Year.

Each player's (or nominated licensed entity) share of the Marketing Pool is determined by reference to the number of marketing points the player is allocated in the course of the contract year and as a percentage of total points earned by all players. No CA marketing player shall perform more than 30 player appearances in any contract year. If they do, they will not be paid for these additional appearances from the Marketing Pool and should thus negotiate and agree to be paid additional fees by CA, the State Association or W/BBL Team requesting such appearance.

Marketing points are allocated in accordance with a formula agreed by CA and the ACA, the number and nature of the player's appearances and uses of their attributes and level of their "marketability" as determined by an independent consultant.

Players are advised to seek independent advice about whether they should nominate a party to enter into a Licensee Marketing Contract. The ACA can assist by referring players to suitable advisors, if requested.

### **Domestic Marketing Fund**

All State contracted players and W/BBL contracted players who are not party to a CA Marketing Contract are eligible (but not obliged) to earn additional payments from a budget of marketing funds payable to the player for undertaking marketing activities beyond the mandatory number of player appearances under the players contract(s) if requested by CA, the players State or W/BBL teams and agreed to by the player.

\$500,000 a year in funding was allocated to this program in the first two years of this MOU (\$1,000,000). These funds have not yet been exhausted with over \$350,000 remaining. This initiative will continue until funding is exhausted.

### **State Player Contracts**

Each State Association is obligated to contract between 16 and 20 male players and 14 female players under State Player Contracts in each contract year, excluding upgrades and players who hold Rookie Contracts. Players outside the initial group offered State Player Contracts can still earn a full State Player Contract by playing for their State during the year and earning 12 upgrade points.

State Player Contracts do not apply to the W/BBL. Players contracted under State Player Contracts may participate in the W/ BBL by entering into a separate W/BBL Player Contract (or by being contracted as a Replacement W/BBL player).

Current rules governing the contracting of players under State Player Contracts are set out in the State Player Contracting and Remuneration Rules.

### **State Upgrades**

**5 points** – Four-Day Tour Match or Sheffield Shield Match.

**4 points** – Two-Day or Three-Day Tour Match.

**3 points** – Limited overs Tour Match or Interstate One-Day Match.

Once a player has been allocated 12 points the player's State Association will offer the player a State Player Contract. Overseas International Players will not be able to be upgraded to a State Player Contract, but will be entitled to match fees.

*\*Please refer to page 58 for State Player Concussion Substitute upgrade information.*

## W/BBL Player Contracts

W/BBL Player Contracts can be signed in addition to CA/ State/ and or Rookie Player Contracts.

W/BBL Teams may enter into single or multi-year W/BBL Player Contracts with players.

W/BBL Teams cannot enter into W/BBL Player Contracts with a player who is contracted to another W/BBL Team.

By no later than the BBL contracting end date, each BBL team must have entered into:

- 18 BBL Player Contracts, up to two of which may be with overseas players;
- 1 BBL Development Rookie Contract (that are not governed by the MOU and the form of which has not been agreed by the ACA);

There are extensive rules that govern overseas replacement players, if a BBL Team's overseas player is unavailable.

By no later than the WBBL contracting end date, each WBBL team must have entered into:

- 15 WBBL Player Contracts, and the initial WBBL teams must not contain:
  - More than three (3) primary overseas players; or
  - In aggregate, more than five (5) primary overseas players and Australian player under the Marquee Player Restrictions.

There are also rules governing the mix of overseas, Australian and other players during the course of a season, as set out in the rules.

If a WBBL Team's three (3) primary overseas players are not available for the full tournament, it may contract a maximum of one (1) overseas player as a replacement. For further details please refer to the contracting rules.

Each local W/BBL players can also be replaced in a W/BBL Team's squad in the case of injury, national commitments or exceptional circumstances as set out in the contracting rules. Local Replacement Players are contracted under W/BBL Replacement Player Contracts and receive a Match Payment for each W/BBL Match for which the player is a member of the W/BBL Team Squad.

Note, changes to the list of CA contracted players and existing multi-year WBBL contracts may cause clubs to exceed the five primary overseas 'WBBL marquee player restriction.' In this case existing WBBL contracts will be honoured but WBBL teams will not be able to enter into new contracts with primary overseas players.

## Rookie Player Contracts (State Male Players)

Rookie Player Contracts can only be offered to players under 23 years of age at the commencement of the contract Year.

Rookie Contracts may only be offered for a period of one (1) or two (2) contract years and the Rookie player must satisfy the age restriction at the commencement of the second year.

Each State Association must contract between three (3) and six (6) players under Rookie Player Contracts each year. In order to play in a Sheffield Shield match, One Day Domestic match or Tour match, a Rookie player must enter into a State Match/Tour Contract.

Rookie Player Contracts do not apply to State female competitions (such as the WNCL) or the W/BBL.

A Rookie player can be upgraded to a minimum State contract by earning 12 State upgrade points (as explained in the State Player Contract section above).

## CA Match/Tour Contracts & State Match Contracts

Players can be selected in CA and State Association teams from outside the list of contracted players.

Any such player must sign a CA or State Match/Tour Contract (as applicable) that, as with all other contracts, details the obligations and restrictions required of players.

Players can be upgraded from a Match/Tour Contract to a full Player Contract by earning 12 upgrade points.





## **State Player Contracting & Remuneration Rules; and W/BBL Player Contracting & Remuneration Rules**

These documents set out rules concerning the contracting process and remuneration rules for State, Rookie and W/BBL players including:

- › Eligibility for contracts;
- › Number of contracts available;
- › Contracting process;
- › Match Contracts (for interstate competitions) and Replacement Players (for W/BBL);
- › Contract upgrades (to State Player Contracts and CA Player Contracts only);
- › Salary cap regulations;
- › Rules relating to the performance of additional services by players.

## **Overseas Club/Team Playing Agreement**

The Overseas Club/Team Playing Agreement (OCPA) is a three-way agreement that must be signed by Cricket Australia or the player's State Association, the player and the overseas club or team before any CA or State contracted player is permitted to play for an overseas club/team (which usually occurs outside the Australian cricket season). This is a requirement of the approval process for these players to play overseas.

If a player holds a W/BBL Player Contract and will be overseas during the W/BBL Competition Period, the player and their overseas club team will also need to enter an OCPA with their W/BBL Team.

The OCPA covers the following:

- › An acknowledgement that the player may be required to participate in series or tours for CA/ State Association (or in some cases, W/BBL Team) during the term of the overseas agreement, if selected;

- › A warranty by the player that they are not suffering from any injuries or illnesses that are likely to be exacerbated by playing overseas;
- › A warranty by the overseas club/team that it has an insurance policy in place that will cover player injury or illness;
- › An obligation for players to submit to medical testing if required by CA/State Association (or in some cases, the W/BBL Team);
- › An obligation for the overseas club/team and player to advise CA/State Association (or in some cases, the W/BBL Team) if the player suffers any injury or illness while overseas;
- › An obligation for the player and overseas club/team to use only medical practitioners approved by CA/State Association (and/ or W/BBL Team), except in the case of an emergency, and for all details of treatment to be provided to CA/State Association (and/or W/BBL Team);
- › CA/State Association (and/or W/BBL Team) may have a right to terminate the OCPA where the player becomes injured or ill;
- › Limitations on a players' right to seek injury payments from CA/State Association (and/ or W/BBL Team) for injuries/illnesses incurred under the overseas contract;
- › An obligation regarding for the date of players' return to Australia;
- › An obligation for player compliance with CA Code of Conduct, CA Anti-Corruption Code and CA Anti-Doping Code while overseas;
- › Rules relating to the reduction in player retainers while playing for an overseas club/ team;
- › Restrictions on player appearances and other use of player attributes for marketing and promotional activities for overseas teams/ Cricket Boards and sponsors.

# Player Benefits

## What benefits do players receive?

The ACA has negotiated numerous benefits for players at all levels. Major benefits include:

- Remuneration
- Injury and insurance
- Licensing
- Players' leave periods
- Partner and family benefits
- Tickets



## Remuneration and Benefits

### A summary of each benefit follows

Australian Cricket Revenue (ACR) is a defined portion of revenue generated by CA, State Associations and W/BBL entities from numerous cricket-related activities. Under the MOU, 27.5% of ACR is allocated to the Player Payments Pool (PPP). These funds are predominantly used to remunerate players, but are also directed towards other player-related interests such as funding for the ACA and the Personal Development and Wellbeing Program. In addition, 2.5% of ACR is allocated to the Australian Team Performance Pool (to provide performance based bonuses for players in CA teams).

### Player Payments

In consideration of the players services and promises under the Player Contracts, the employer agrees to pay the players the following amounts as applicable:

- Retainer;
- Squad, team and match payments;
- Any CA performance payments;
- Injury payments;
- Tour payments;
- Prize money; and/or
- Any other allowances.

Players also have an entitlement to a share of the PPP Adjustment Ledger, as set out in the MOU.

### Retainers

All CA, State and W/BBL contracted players receive a retainer (excluding those contracted only on Match or Match/Tour Contracts). This is generally an annual retainer which is provided in the form of a set monthly payment, except for a

W/BBL retainer which is payable in three equal instalments in October, November and December in each relevant contract year.

*\*Any players who receives an upgraded to a CA or State Player Contract will be upgraded to the minimum contract amount (CA upgrades are paid "net" of any state retainer amounts received under a State Player Contract for the same contract Year).*

*\*\*State Match Fees & W/BBL local replacement player match payments. State Match Contracted players don't receive a retainer until the player earns enough upgrade points to earn a contract upgrade (match fees shown on page 53). Local replacement players in the BBL receive a match fee of \$2,200 and WBBL players a match fee of \$650 per match while they are in the squad.*

*\*\*\* In June 2020, players agreed to adopt a percentage retainer model, whereby some players may agree to signing their schedule as a percentage of the salary cap.*

### Gender equity

From a remuneration perspective, the ACA and CA sought to develop a gender equitable base rate of pay model in conjunction with its external consultants. Under the model all players are said by CA to receive the same base hourly rate of pay regardless of gender to which premiums are applied by CA for such things as representing Australia and commerciality measures such as a TV audiences, match attendance and public awareness.

For female players, the State Associations and/or WBBL teams, should use reasonable endeavours to schedule training sessions and other commitments outside the hours of 10am-4pm on weekdays.

Being employed part-time also means players are able to participate in other work or study, including other professional sports upon agreement with the employer.

The maximum and minimum retainer values for 2020-21 are:

**Male**

	CA	State	Rookie	BBL
<b>Maximum</b>	No Maximum	\$185,845	\$42,455	No Maximum
<b>Minimum</b>	\$303,887	\$72,385	\$42,455	\$37,984

**Female**

	CA	State	WBBL
<b>Maximum</b>	No Maximum	\$26,870	No Maximum
<b>Minimum</b>	\$83,437	\$26,870	\$11,246

**Marketing Contracts**

All players who enter into a CA Marketing Contract (or nominated licensee entities) are eligible to participate in the Marketing Pool of \$4,650,000 plus GST in 2020-21. The workings of the marketing contract system are more fully explained under the “Employment Conditions” section of this handbook.

The Marketing Pool is distributed among players (or nominated licensee entities) following the end of the contract year based on how many units each player (or player licensee) has accumulated, in comparison to the total number accumulated by all players (or player licensees).

A domestic marketing fund can currently be accessed by domestic players. It will be utilised by players who have completed their contracted number of appearances and are looking to do more for a fee of \$500 an appearance and will focus on game development activities.

\$500,000 a year in funding was allocated to this program in the first two years of this MOU (\$1,000,000).

These funds have not yet been exhausted with over \$350,000 remaining. This initiative will continue until funding is exhausted



## Match Fees

### (i) CA Teams

Players who are part of CA Test, ODI or T20 squads receive either a squad fee or a match fee in relation to each match for which they are squad members.

If the player plays in the relevant match (as a member of the XI), they will receive the relevant

match fee. If the player is a member of the squad, but does not play in the match, they will receive the squad fee. Members of Australia A squads all receive the same fee.

In the case of overseas matches, a weighting is placed on the below match and squad fees.

For 2020-21, CA match fees and squad fees are as follows:

### CA Male

Match Type	Squad Fee (Outside playing XI)	Match Fee (In playing XI)
Test match	\$14,781	\$17,737
ODI Match	\$5,912	\$7,094
T20 International	\$4,435	\$5,322
Australia A (4 days)	\$8,115	\$8,115
Australia A (1 day)	\$3,246	\$3,246
Australia A (T20)	\$2,378	\$2,378

*\*For concussion replacement match fee information please see page 58.*

### CA Female

Match Type	Squad Fee (outside playing XI)	Match Fee (In playing XI)
Test Match	\$4,288	\$5,146
ODI Match	\$2,450	\$2,940
T20 International	\$1,838	\$2,206
Australia A (4 days)	\$2,954	\$2,954
Australia A (1 day)	\$1,687	\$1,687
Australia A (T20)	\$1,267	\$1,267

*\*For concussion replacement match fee information please see page 58.*

## (ii) State Teams

All players who are selected for state matches (as a member of XI) will receive the same match fee.

The prescribed amounts for 2020-21 are:

### Male

Match Type	Match Fee
Bupa Sheffield Shield	\$4,954
Marsh Cup One Day Domestic	\$1,981
Tour Match (3 Days)	\$3,716
Futures League or State Second XI	\$290 per day

*\*For concussion replacement match fee information please see page 58.*

### Female

Match Type	Match Fee
WNCL	\$1,687
Tour Match (1 Day)	\$1,687

*\*For concussion replacement match fee information please see page 58.*

## (iii) W/BBL Teams

Local W/BBL players do not receive separate match fees, although local replacement players receive payment of \$2,200 for the BBL and \$650 for the WBBL multiplied by the number of matches played by the W/BBL team while the player is a member of the W/BBL team's squad of 18 or 15 players respectively.

### Australian Team Performance Payments

The amount of \$41.7m for the five-year term will be allocated to the Performance Pool (from which the players are contributing \$1.7m to the CA-ACA Grassroots Fund (CGF) as well as up to \$12.5m based on team performance as set out in Article 5.3). \$41.7m is the 2.5% share of the ACR estimate for the term.

In 2020-21 the amount available to CA players is \$8,311,894. This amount is comprised of four main components.

### (i) Match Win Bonuses

Match win bonuses are payable to every squad member for every match won by Australian teams. In 2020-21, each member of the squad will earn the following for each match win:

#### Male

- > Test – \$7,814
- > ODI – \$3,126
- > T20 – \$2,344

#### Female

- > Test – \$1,264
- > ODI – \$506
- > T20 – \$379

## **(ii) Other Bonuses**

There are other bonuses payable to every squad member for a range of other scenarios set out in Article 8 of the MOU, such as bonuses for:

- Tied Test, ODI and International T20 Matches;
- Drawn Away Test Matches Against Top 4 Ranked Teams;
- Test, ODI and International T20 Series Wins;
- Drawn Test, ODI and International T20 Series.

## **(iii) Team ICC Official Ranking Bonuses**

ICC official ranking bonuses will be payable on a format by format basis where any of the Australian teams are ranked in the top 2 at the end of the relevant official rankings year which is the later of:

1. Before 1 April; or
2. If either of the Australian men's or women's cricket teams are participating in an overseas tour on 1 April in a contract year, then in relation to that team, the day after the final day of that overseas tour;

In 2020-21 each member of the squad (on a pro rata basis) may earn a share in the following:

### **Male**

- Test Ranking – 1st - \$998,220
- Test Ranking – 2nd - \$499,110
- ODI Ranking – 1st - \$402,268
- ODI Ranking – 2nd - \$201,134
- T20 Ranking – 1st - \$89,393
- T20 Ranking – 2nd - \$44,696

### **Female**

Female ICC Ranking Bonus allocations have not yet been agreed upon with Cricket Australia. The Australian Female Cricket Team can share in a pool of \$150,677 in 2020-21, across each of the three formats.

## **(iv) Team ICC Annual Rankings and Events Bonuses**

ICC annual rankings bonuses will be payable on a format by format basis where any of the Australian teams are ranked in the top two for that particular year.

In 2020-21 each member of the squads (on a pro rata basis) may earn a share in the following:

### **Male**

- Test Ranking – 1st - \$998,220
- Test Ranking – 2nd - \$499,110
- ODI Ranking – 1st - \$402,268
- ODI Ranking – 2nd - \$201,134
- T20 Ranking – 1st - \$89,393
- T20 Ranking – 2nd - \$44,696

### **Female**

Female ICC Annual Rankings and Events Bonus allocations have not yet been agreed upon with Cricket Australia. The Australian Female Cricket Team can share in a pool of \$150,677 in 2020-21, across each of the three formats.

Should a team win an applicable ICC event in any given year, the players will be deemed to have qualified for the annual ranking bonus for the number one ranked team in the same format of the game.



### Superannuation

All contracted players are entitled to receive superannuation contributions in accordance with statutory requirements. These amounts are exclusive of players' retainer amounts.

All ACA members have the opportunity to join the Australian Cricket Superannuation Plan Fund (ACSP). This fund, in many cases, can offer significant fee and insurance discounts. For more information please contact the ACA on 03 9698 7200.

### Australian Cricketers' Retirement Account

The Australian Cricket Association (ACA) in collaboration with Cricket Australia (CA) modernised the current Australian Cricketers'

Retirement Account. It was expanded to now include all female contracted players, moved to an investment model with annuity style payments that helps players transition into the next phase of their life after cricket, as well as assisting them in ensuring long term financial prosperity.

As in previous years, payments are made into the ACRA Account each time a Player (excluding overseas players and BBL Rookies) enters into a CA, State, State Rookie or W/BBL Player Contract (**Base Payment**) and each time they participate in an international, top-level domestic or tour match (**Match Credits**). Extra ACRA may also be allocated as part of the draw down of the players' Adjustment Ledger in accordance with the MOU.

The ACRA **Base Payment** amounts for 2020-21 as per MOU Part (I) of Schedule J, are:

	Season	CA	CA Credit	State	State Credit	Rookie	W/BBL
Male	2020-21	\$20,076	\$2,007	\$3,388	\$339	\$1,694	\$1,694
Female	2020-21	\$3,388	\$1,694	\$339	\$212	-	\$339

Match credits are accrued at the following rates:

Match Type	Credit
Sheffield Shield & State three- or four-day Tour Match	1 State Credit
Male Domestic One-Day Cup & One Day Tour Match	0.5 State Credit
BBL Match	0.25 State Credit
WNCL Match	1 State Credit
WBBL Match	0.5 State Credit
Male Test Match	1 CA Credit
Male One Day International	0.5 CA Credit
Male Twenty 20 International	0.25 CA Credit
Australia A three or four-day match	0.2 CA Credit (Male & Female)
Australia A one day match	0.2 CA Credit (Male & Female)
Australia A T20	0.2 CA Credit (Male & Female)
Female Test Match	1 CA Credit
Female One Day International	0.5 CA Credit
Female Twenty 20 International	0.25 CA Credit

The ACRA benefit calculated in accordance with the Rules and accrued in the Account will be paid to Eligible Uncontracted Players on the 30th November (Initial Payment Date) in the relevant

year in the manner as detailed in the Payment Table (below), and in such other manner in accordance with the Rules and relevant taxation legislation.

Balance Range	Initial Lump Sum Payment	Periodic Payment Term
Up to \$125,000	100%	N/A
\$125,001 - \$300,000	30%	3
\$300,001 - \$500,000	30%	5
\$500,001 - \$750,000	25%	7
\$750,001 - \$1,250,000	20%	10
More than \$1,250,000	15%	15

## Concussion Substitutes and Replacements

Both the ICC and Cricket Australia playing conditions allow for a player to be replaced or substituted if they sustain a concussion or suspected concussion as a result of a head or neck injury during the course of the relevant match and other circumstances set out in the relevant playing conditions apply. The player who replaces the concussed player is called a 'Concussion Replacement' in International cricket and a 'Concussion Substitute' in domestic Australian cricket.

A Concussion Replacement or Concussion Substitute is assumed to "play in a match from the point at which they are approved in that capacity by the Match Referee". In a multi-day match, if such approval is granted prior to the end of play on the day the concussion occurs then the Concussion Replacement or Concussion Substitute will be paid and receive upgrade points, for that day. If

the approval is granted following the conclusion of play, then it is assumed the Concussion Replacement or Concussion Substitute will begin to "play" from the beginning of the following day and be paid and receive upgrade points from the following day onwards.

### Payments for Concussion Replacements:

A Concussion Replacement will be paid a Squad and Team Fee or Match Fee for the days they are deemed to have "played", calculated as a pro-rata allocation of the relevant Squad and Team Fee. For example, if a player joins on day 2 of a 4-day game, they receive 75% of the Fee.

### Payments for Concussion Substitutes:

A Concussion Substitute will be paid a Match Fee for the days they are deemed to have "played", calculated as a pro-rata allocation of the relevant Match Fee. For example, if a player joins on day 2 of a 4-day game, they receive 75% of the Fee.



## Upgrades to CA Player Contracts

Concussion Replacements will be allocated CA Upgrade Points in accordance with following tables.

### Men's teams:

Match	Concussion Replacement				
	1 Day	2 Days	3 Days	4 Days	5 Days
TEST	2 points	3 points	4 points	5 points	5 points
ODI	2 points				
T20I	1 point				

### Women's teams:

Match	Concussion Replacement			
	1 Day	2 Days	3 Days	4 Days
TEST	2 point	3 points	4 points	4 points
ODI	2 points			
T20I	2 point			



## Upgrades to State Player Contracts

Concussion Substitutes will be allocated State Upgrade Points in accordance with the following tables.

### Men's teams:

Match	Concussion Replacement				
	1 Day	2 Days	3 Days	4 Days	5 Days
Sheffield Shield	3 points	4 points	5 points	5 points	
Domestic One Day Cup – Marsh Cup	3 points				
4D Tour Match	3 points	4 points	5 points	5 points	
3D TM	3 points	4 points	4 points		
2D TM	3 points	4 points			
1D TM	3 points				
T20 TM	3 points				

### Women's teams:

Match	Concussion Replacement			
	1 Day	2 Days	3 Days	4 Days
WNCL	3 points			
4D Tour Match	3 points	4 points	5 points	5 points
3D TM	3 points	4 points	4 points	
2D TM	3 points	4 points		
1D TM	3 points			
T20 TM	3 points			

### ACRA Match Credits:

Concussion Substitutes or Concussion Replacements will qualify for an ACRA Match Credit on a pro-rata basis equivalent to the percentage of the Match/Team Fee or similar payment they receive pursuant to the MOU.

## Travel Allowance

Players on team travel with State Associations and W/BBL teams (away from the home base of the relevant team) receive a "night's away" allowance of \$75 per night.

## Captain's Allowance

The Australian captains and vice-captains receive additional allowances.

Captains and vice-captains of Australian teams receive a premium on their squad fees. The captain will receive a 30% premium on top of their squad fee, with the vice-captain receiving a 10% premium.

A premium of 20% will be paid in addition to the match fee for the captain of Sheffield Shield, JLT One-Day Cup, WNCL and Tour matches. This fee is not applicable for W/BBL, Futures League or state second XI matches.

These allowances are in recognition of the additional duties and responsibilities performed by team leaders.

## Contingency & Residual Amounts

Player payments are determined and agreed annually by Cricket Australia and the ACA. Cricket Australia, the State Associations and the W/BBL clubs are then allocated an annual Player Payments Pool.

In the situation where State Associations and W/BBL clubs do not spend their allocation of Player Payment Pool (PPP) funding (i.e. a combination of retainers, match fees, payments, superannuation, contingency amounts etc.) remaining funds will be allocated to the 2017-22 PPP Adjustment Ledger.

With the introduction of an expanded finals series in 2019-20 any BBL team/squad that plays in more than 16 matches (including finals) per BBL Season will be paid a Finals Fee per additional match as follows:

- The 18 Players in the squad will receive \$2,200 as a 'squad fee'; and
- The 11 Players in the team who play will be paid an additional \$800 as a 'team fee';

## Adjustment Ledger Payments

Under the long-standing partnership and revenue share model between CA and the Players:

- The players agreed share (27.5%) of CA's forecast ACR was allocated to the Player Payments Pool at the outset of the MOU.
- The players agreed share of above forecast ACR (27.5%) achieved during the term of the MOU is to be placed into the players' Adjustment Ledger to be allocated on a pre-agreed basis at the end of the MOU, such as to the Cricket Grassroots Fund, additional ACRA, player payments and general expenditure.

CA advised that due to its media rights agreements it was likely to achieve a substantial over forecast of ACR. Because of this CA and the ACA agreed to an Early Draw Down of the Adjustment Ledger to allow monies to flow to various areas during the MOU term. These have been used to fund amongst other things, the CGF and new initiatives such as additional WNCL matches and player wellbeing resources.

## Injury & Insurance

Below is a summary of injury and insurance benefits for players. This represents a summary only. Please contact the ACA for detailed individual advice.

### Injury Payments

The following provisions apply to CA contracted and State contracted players only, players should consult their contracts for full details of these payments.

Generally speaking, players are entitled to injury payments for matches/tours missed due to injury or illness equal to the amount they would have otherwise received as a match/ tour payment had they been selected in the relevant match or tour, provided that:

- They were selected in the team for the last match or tour of the same type (i.e. Test, ODI, T20 international, State First Class, Domestic One Day);
- They have not caused or contributed to the injury through negligence, breach of contract or wilful misconduct;
- They have not retired from the relevant form of the game;
- They use their best endeavours to recover as soon as possible;
- The injury or illness was not suffered while playing, training or other acting in connection with any other sport the subject of an Other Sport Approval Form e.g. if you were a contracted cricket player and were injured playing in the AFLW.

Payments are subject to a limit of either 104 weeks (e.g. where the injury or illness was incurred playing or training for CA, State or W/BBL team) or 52 weeks (where injury incurred outside contractual obligations). Injury payments are not payable for matches missed during the W/ BBL (however, under a W/BBL Player Contract, the player will continue to receive their retainer payments while injured).

### Medical Payments

Assuming players have taken out top level health insurance (inclusive of top level extras cover) as required by their contracts, the employer will pay any excess medical costs in relation to approved consultations, corrective surgery, medication, equipment or treatment and the amount recovered by the player from health insurance (i.e. the gap payments) for cricket injuries.

Players must be aware that only consultations, corrective surgery, medication, equipment or treatment that have been approved in writing in advance by CA/State/ W/BBL Team medical officers are required to be reimbursed.

Players must apply for such reimbursement within 60 days of the relevant treatment in order to receive reimbursement.

Under the 2017-2022 MOU and subject to certain limits, players exiting the game receive cover for post career medical expenses from cricket related injuries under the following circumstances:

### **(I) Injury identified while contracted**

In such situations, players will be entitled to receive reimbursement of any excess medical expenses for a period of six (6) months after the expiry of their contract for any cricket-related injuries.

To be eligible to receive this reimbursement, players must continue to maintain top-level health insurance cover among other stipulations outlined in the General Conditions Contract.

### **(II) Injury identified after contract expiry**

In such situations, players will be entitled to receive a maximum of \$2,000 reimbursement for any gap medical expenses incurred in treating a cricket-related injury. As above, players will need to maintain top level health insurance to access this benefit.

In both cases the player must submit to a medical check-up with someone approved by CA or the State Association or W/BBL Team (as applicable) no later than two months after the expiry of their contract.

For full details regarding medical payments, please contact the ACA, or consult your Playing Contract.

## **Health Insurance**

All contracted players are required to obtain top-level private health insurance as per their contract obligations.

The ACA and CA offer the Elite Cricketers Health Insurance Scheme, to support those players with a retainer of \$60,000 inclusive of super or below, with health insurance costs. This is funded from the Player Payments Pool (PPP).

These players have an option of obtaining comprehensive top hospital cover through the ACA/CA BUPA Scheme. Alternatively, these players can continue to pay for their own cover.

Any questions on the Elite Cricketers Health Insurance Scheme please contact Kirsty Lamb on 03 9698 7200.

## **Insurance Claims**

Under the 2017-2022 MOU and Playing Contracts, players (or their families) may also be entitled to receive compensation from CA/States and W/BBL teams (or their insurer) for a range of claims. These types of claims will be subject to the terms of CA's relevant Personal Accident and Travel Insurance Policies.

ACA Members also have the opportunity of obtaining their own Death, and Total and Permanent Disability cover by being a member of the Australian Cricket Superannuation Fund.

For any questions on this please contact the ACA on 03 9698 7200

## **Employment Compensation**

If a player loses earnings from not being able to attend existing outside employment as a result of suffering an injury while performing their obligations under their cricket contract (e.g. playing or training), they may be entitled to be paid up to \$1,000 per week for up to 104 weeks, as compensation.

Players shall not be entitled to any payments in respect of lost income arising from participation, playing, training, or other actions in respect of other sports.

Players must continue to use their best endeavours to return from injury as soon as possible and are not eligible if the injury was caused or contributed by their own negligence or misconduct.



## Licensing

### What is licensing?

The Cricket Australia player licensing program involves products which use Cricket Australia logos or intellectual property. Some products also feature player intellectual property which can include names, likeness, logos, signatures, characters or a combination of these elements.

### How and why is the ACA involved in the licensing process?

The ACA's involvement in CA Licensing is to ensure player intellectual property is controlled and players receive payment for the use of their attributes in CA licensed products.

Under the MOU between the ACA and CA, any potential products must be presented to the ACA to seek player approval. For certain team based products, automatic approval will be granted.

Payment for use of player attributes will be made by CA directly to players or their managers on a quarterly basis. These payment periods are February, May, August and November.

### How are players involved in licensing?

Player attributes are important to, and play a significant role, in the sale of CA licensed products. In recognition of this fact, the ACA and CA have agreed to terms in the current MOU which reflect this.

The parties have agreed that CA has the right and ability to produce licensed products using player attributes. In return for granting these rights, players (or their nominated licensee entities under marketing contracts) will receive a share of the royalties CA receives, depending on the type of product.



### How are players paid for their involvement in licensing?

A schedule of the MOU details the revenue sharing arrangement. In summary:

<b>CA Product</b>	With no player attribute involvement <b>Revenue share = 80% to CA, 20% to players or their nominated licensed entities</b>
<b>Player Based Product</b>	With individual or team attribute involvement where the primary focus is on the individuals <b>Revenue Share: 20% to CA, 80% to players their nominated licensed entities</b>
<b>Generic Team Based Product</b>	Where two or more players are featured as a representation of Australian cricket <b>Revenue Share: 80% to CA, 20% to their nominated licensed entities</b>
<b>Commemorative Team Based Product</b>	Two or more players featured individually or as Team Based Product where the primary focus is on the team or the achievements of the team; <b>Revenue Share: 50% to CA, 50% to their nominated licensed entities</b>

## Player Leave

Players will, without deduction from the player's retainer, be entitled to six (6) weeks leave (Initial Leave Period) in each contract year during which the player will not be required to train for, play cricket for CA or State Association, mandated educational, media or team building activities, or perform player appearances unless the player agrees.

Contract	Australian	State	Rookie	W/BBL
Initial Leave Period	6 weeks	6 weeks	6 weeks	N/A***
Maximum Leave Periods	2	2	2	N/A
Additional Leave Period	1 week after each leave period	N/A	N/A	N/A

- For CA and State contracted players, the Initial Leave Period may be divided into no more than two (2) blocks where exercised reasonably;
- CA and State Associations may vary Leave Periods provided players are given 30 days notice of any variation;
  - Four (4) weeks of leave shall be deemed Annual Leave to comply with legislation;
  - Two (2) weeks of leave shall be deemed Long Service Leave to comply with legislation.
- Players are entitled to ten (10) days personal leave in accordance with legislation;
- Players are entitled to parental leave in accordance with legislation;
- Players are entitled to bereavement leave and other types of compassionate leave in accordance with legislation.

\*\*\* Although there are no formal leave periods under W/BBL Player Contracts, player obligations under those contracts are limited outside the W/BBL competition period and are considered 'casual employees' for the purposes of leave.



## Players Parental Leave Policy

The ACA has succeeded in negotiating a paid Players Parental Leave Policy for the first-time for all contracted players. The landmark policy has provisions for parent players and pregnant players including;

- › 3 weeks paid leave for a parent player (to be taken at time of birth or in first 12 months)
- › 12 months paid parental leave for birth and adoption;
- › Guaranteed contract extensions, where the player is on parental leave at the next contacting date.
- › Travel and accommodation provisions for a support person for children up to 4 years.
- › A player's children (2 years and over) will also be provided with premium economy airfares;
- › CA will use reasonable endeavours to provide crèche facilities at international venues;
- › To best service the Visitors' Period, an ACA staff member accompanies a CA staff member during each trip.

Players are encouraged to view the full policy via the Cricket Australia website.

### Overseas Visitors' Period

- › CA in consultation with ACA will determine a consecutive two-week period per contract year where it is practicable for a player's husband, wife, partner, dependent children (under the age of 18 years) to join the players on a nominated tour. The Visitors' Period will be agreed to by CA and ACA in January of each contract year;
- › The Visitors' Period is available to the husband, wife, partner, dependent children (under the age of 18 years) of Australian contracted players that are selected to tour over the nominated dates;
- › A husband, wife, partner, dependent children (under the age of 18 years), will receive return premium economy airfares from their homeport (if available), accommodation (including additional rooms for children), transfers and hospitality;
- › Domestic Benefits
- › A husband, wife, partner, dependent children (under the age of 18 years) or other approved person of players selected for the Boxing Day and/or New Year's Test match will receive return economy airfares, accommodation (including additional rooms for children), transfers and hospitality around these games;
- › CA will host Christmas Day and New Year's Eve functions for players and families. Attendance is optional;
- › CA will provide hospitality for families at each Australian venue during a Test Match;
- › All CA players and their partners will be provided with return economy airfares and accommodation to attend the Australian Cricket Awards.

## Tickets

### Australian Players

#### (i) In Australia

Test in a player's home state	Ten (10) premium reserved or Members' Reserve tickets per day
Test not in a player's home	Six (6) premium reserved or Members' Reserve tickets per day
Limited overs International in player's home state	Ten (10) premium reserved or Members' Reserve tickets per day
Limited overs International not in player's home state	Five (5) premium reserved or Members' Reserved tickets per day

State Associations are requested by CA to provide such tickets in undercover areas.

#### ii) Outside Australia

Tests	Four (4) Members'/Reserved tickets per day
Limited overs matches (ODI or T20)	Four (4) Members'/Reserved tickets per day

State and W/BBL players will receive four members' tickets per day for all matches in which they are selected.

State Associations will advise players what hospitality benefits, if any, will be made available to those players for that contract year.

# Player Obligations/Team Rights

## General Conditions Contract

The terms set out in the General Conditions which apply to all players, whether they are employed by CA, a State Association and/or a W/BBL Team.

## Multiple Player Contracts

A CA contracted player and/or a State contracted player may also enter into a W/BBL Contract with a W/BBL team of the player's choice.

## Basis of Employment

A player who has been offered any of the following contracts is engaged on a full-time basis:

- A CA Player Contract for the CA Men's Team; or
- A State Player Contract for a State Men's Team.

A player who has been offered any of the following contracts is engaged on a part-time basis:

- A CA Match/Tour Contract;
- A State Match Contract;
- A W/BBL Contract.

A player who has been offered any other type of contract under these General Conditions is engaged on a part-time basis:

- i.e. A State Player Contract for a State Women's Team

## What Obligations Do Players Have?

By entering a Playing Contract, a player is required to agree to a number of obligations and restrictions. These include obligations and restrictions in relation to:

- Playing, training, educational sessions, media and meetings;
- Health and fitness;
- Player appearances;
- Player autographs;
- Use of player attributes;
- Compliance with codes and policies;
- Signing W/BBL Player Statutory Declarations.

## Playing, Training, Educational Sessions & Meetings

All contracted players agree to attend all training, educational sessions, reasonable media requests and meetings as directed by CA and/or their State Associations (or W/BBL Teams during the W/BBL season), and agree to play in all matches for which they are selected.



### **Health & Fitness**

Each player is required under their contract to keep fit and in first-class physical condition to enable them to play to the best of their ability in all matches for which they are selected.

Players also have obligations in relation to matters including: maintaining current health insurance, advising CA/States/BBL Teams of any medical issues, obtaining written approval for medical treatment and submitting claims for gap payments within the required time.

### **Player Appearances**

All of the playing and marketing contracts under the MOU require a certain number of compulsory player appearances.

Where a player (or their nominated licensed entity) is a party to a current CA Marketing Contract with CA, the player appearances are performed under the CA Marketing Contract. In that case, the obligations to perform player appearances under the player's Playing Contract/s generally do not apply (because they are dealt with under that separate contract).

Where there is no current CA Marketing Contract in relation to a player, they will be required to perform player appearances under their playing contracts as per next table.

Player Appearances	Number
CA marketing players who are not W/BBL contracted players	18
CA marketing players who are W/BBL contracted players	19
CA Match/Tour Contract	7 (Men) during the term of the CA Match/Tour Contract 2 (Women) during the term of the CA Match/Tour Contract
State Player Contract (players who are not W/BBL contracted players)	16 (State Men) 6 (State Women)
State Player Contract (players who are W/BBL Contracted players)	16 (State Men and BBL) 6 (State Women and WBBL)
W/BBL Contract (players who are not State Contracted players)	16 (where the BBL retainer is greater than \$50,000) 8 (BBL Replacement players or where the retainer is equal to or less than \$50,000) 6 WBBL
Rookie Contract only	11
Rookie Contract (players who are also BBL contracted players)	15

Table Notes:

The following parameters apply to all player appearances unless otherwise agreed:

- > Maximum of four hours per appearance (including reasonable travel time);
- > Best endeavours to schedule maximum of one per day;
- > Maximum of two per week and four per month;
- > If the appearance is of a commercial nature, three or more contracted players must be used;
- > If the appearance is for game promotion, one player may be used;
- > Players are not required to perform player appearances during the Initial Leave Period or any other type of authorised leave;
- > Employers will use best endeavours to give players at least seven (7) days' notice to perform any player appearances.

The mandatory number of player appearances cannot be more than 22 player appearances across all Player Contracts during a contract year. Players are not required to do more than the mandatory number of player appearances.

No CA marketing player shall perform more than 30 player appearances in any contract year.

If a CA marketing player is requested by CA to and agrees to perform more than 30 player appearances, the relevant CA marketing Party will not be allocated marketing points; payment for these additional appearances must not be made from the CA marketing pool.

### **Player Autographs**

CA contracted players are required to attend team signing sessions and to sign:

- For each Test series in which they participate in Australia – 253 items (bats and/or team apparel or other CA products).
- For each ODI series in which they participate in Australia – 253 items (bats and/or team apparel or other CA products).
- For each Twenty20 series in which they participate in Australia – 103 items (bats and/or team apparel or other CA products).

- For each overseas Tour in which they participate – 103 bats.
- For each class of bats the player signs, the player will be provided with one fully signed bat. Players can only distribute these bats according to the specific terms of their contract.
- State contracted players are required to attend no more than two State team signing sessions per contract year.
- W/BBL contracted players are required to attend no more than one signing.

### **Media Commitments**

All players are required to make themselves available for news-related media commitments or media commitments for promotion of the game, as reasonably required by their teams (CA, State Association and/or W/BBL Team, as applicable).

Further details of this obligation are set out in the table in the next page.

<b>Contracts Held by Player</b>	<b>Timing of Media Obligations (reasonable times only)</b>
CA Player Contract and W/BBL Player Contract	Year round (as directed by CA, State or W/BBL Team) excluding Initial Leave Period
CA Player Contract (no W/BBL Player Contract)	Year round (as directed by CA and State) excluding Initial Leave Period
State Player Contract or Rookie Player Contract and W/BBL Player Contract	State Association directed - complete year-round (excluding Initial leave period) W/BBL Team directed – within the W/BBL Competition Period
State Player Contract or Rookie Player Contract	Year round (as directed by State) excluding Initial Leave Period
W/BBL Player Contract only	Within the W/BBL Competition Period only (except where do not materially interfere with any outside work, study, playing, training, or commercial commitments or reasonable holiday plans)
CA Match/Tour Contract	During the term of CA Match/Tour Contract (as directed by CA)

Obligations to undertake media activities also apply under State Match Contracts and W/BBL Replacement Player Contracts. These are not addressed in the above table.

### **Use Of Player Attributes**

Contracted players (or their nominated licensee entities if they have signed a Licensee Marketing Contract) have an obligation to allow their attributes to be used by CA, their State Associations, their W/BBL teams and commercial partners of these bodies in accordance with their Playing Contracts or CA Marketing Contracts.

Where a player (or their nominated licensee entities) holds a CA Marketing Contract, the player (or their nominated licensee entities) will be credited with marketing units for the usage.

There are four ways players' attributes may be used:

#### **Game Promotion/Game Development**

CA, State Associations and/or W/BBL Teams can use a player's attributes where the dominant purpose of the use is for the publicity and the promotion of cricket generally or any match, tour or series. They can use a player's attributes in publications and educational materials of a strictly non-commercial nature. The player's attributes can only be used beyond the term of the contract for these purposes if included in existing audio-visual material.

Where used in this manner, attributes of single or multiple players may be used.

In most circumstances CA, States Associations and/or W/BBL Teams must give players seven days notice of any intended use of player's attributes and players may refuse to allow the use of their attributes on 'reasonable professional grounds' and must do so within two business days of the notice provided.

### **Cricket Australia/State Association/ W/BBL Team Major Sponsors**

Player attributes may be used during the term of a player's Playing Contract by those organisations which are nominated as CA, State Association or W/BBL Team Major Sponsors in accordance with MOU requirements. The number of Major Sponsors applicable to each category of Player Contract is as follows:

- CA Contract – nine (9) Major Sponsors per Calendar Year;
- State Contracts – two (2) Domestic Competition Sponsors for State Men's Competitions and one (1) Domestic Competition Sponsor for the State Women's Competition;
- W/BBL Contracts – one (1) Competition Sponsor Domestic for each of the BBL and WBBL.

All applicable CA, State Association and W/BBL Team Major Sponsors applicable to a particular player (or status of Playing Contract) are detailed in a Schedule to the players' Playing Contract. Members should note that these sponsors may be substituted from time-to-time in accordance with rules set out in the MOU.

Typically, a player's attributes would be used in advertising campaigns for these sponsors. In order to ensure any use of a player's attributes represents a team rather than individual endorsement, there are a number of rules restricting such use by major sponsors including:

- Attributes of three (3) or more contracted players must be used in equal exposure; and
- The promotional/advertising activity must identify the link between CA, State Associations and /or W/BBL Team and the sponsor.

In addition, Cricket Australia contracted players' attributes cannot be used:

- In more than three national campaigns per year (inclusive of a maximum of two national TV campaigns);
- By the same sponsor in a national campaign more than once per year; or
- By the same sponsor in a national campaign in more than two consecutive years.

CA, State Associations and W/BBL Teams must give players seven (7) days notice of any intended use of player attributes and players may refuse to allow the use of their attributes on 'reasonable professional grounds' and must do so within two business days of the notice provided by CA/State/W/BBL Team.



## Official Suppliers

Official suppliers are typically those suppliers of CA, a player's State Association or W/BBL Team other than the Major Sponsors.

Official suppliers may use player attributes in two ways:

- Where a minimum of five (5) players are used in equal exposure and the images of the players are in action shots (i.e. playing cricket); or
- Use of a full team photo.

## CA/State Association/W/BBL Team Licensed Products

CA, State Associations and W/BBL Teams have certain rights to license the use of player attributes in their Licensed Products. In exchange for this use, players (or, where Licensee Marketing Contracts have been entered, their nominated licensee entities) are entitled to a share of revenues arising from the sale of such products. For further information, please refer to the Licensing section of this handbook.

## ICC Tournaments and Squad Terms

Player's selection in a team to compete in any ICC tournament (such as the ICC Cricket World Cup, ICC Women's Cricket World Cup, ICC Champion's Trophy or ICC Women's Cricket Twenty20 World Cup) will be contingent on player's executing an agreement by the ICC.

The Squad Terms executed by players participating in ICC Events grant additional rights to use player attributes to the bodies conducting those events and their commercial partners.

## W/BBL Statutory Declarations

All W/BBL players may be required to sign a Player Statutory Declaration prior to the end of each contract Year. These are sworn legal documents under which players are required to declare that they (and, to the best of their knowledge, any parties associated with them) are not part of any arrangements or understandings to receive benefits for playing or signing with a W/BBL Team (other than what is set out in their W/BBL or State Player Contracts, the MOU or any 'bona fide' agreements for the granting of additional rights that represent fair market value for those services).

These compulsory W/BBL Player Statutory Declarations are mandated by CA as a way of protecting the integrity of the competition's salary cap.

Swearing a false statutory declaration has serious legal ramifications. The ACA's General Counsel is available to assist any players with questions on the statutory declaration.

# Restrictions

## What restrictions are placed upon players?

CA, the State Associations and W/BBL Teams impose a number of restrictions on players under their Playing Contracts.

These include restrictions upon:

- > Sponsorships and endorsements;
- > Media agreements;
- > Participation in overseas cricket;
- > Participation in other cricket matches;
- > Movement between State Associations;
- > Participation in dangerous or hazardous activities;
- > Player internet sites.

Players must also comply with applicable Cricket Australia, ICC, State Association and W/BBL Team codes and policies.

A summary of the above restrictions follows.



## Sponsorship & Endorsements

While players are not prohibited from entering into individual sponsorships and endorsements (that may include an arrangement with a media organisation to write articles or provide commentary in certain circumstances), the following processes, conditions and restrictions apply:

- Players are required to submit to CA for their written approval the details of any proposed sponsorship or endorsement agreement (as defined in the Playing Contract) before it is signed or agreed. CA has agreed to approve a request by a player, unless a specified circumstance exists, including the following:
- Player sponsors must not conflict with the relevant CA/State Association/ W/BBL Team Major Sponsors as specified in the player's contract (subject to pre-existing agreements disclosed in the player's contract and any substitution of team Major Sponsors permitted under the MOU).
- No more than two (2) contracted players from CA or a player's State Association or W/BBL Team can have a sponsorship/ endorsement with the same organisation (please note: this does not apply to cricket equipment, sports footwear or sports apparel other than Test pants and helmets).
- Player sponsorship activity must not involve the use of CA/State/W/BBL Team intellectual property (including playing uniforms) unless approved by CA/State/ W/BBL Team.
- Player sponsorship activity must not give the impression that CA/State/W/BBL Team in any way approves, endorses or sponsors the player's sponsor.
- Player sponsorship activity cannot damage or denigrate a CA, State or W/BBL Team Major Sponsor.
- The player's proposed endorsement agreement is with a licensed betting agency.

Players are required to disclose all pre-existing sponsorship/ endorsement agreements to CA/ State Associations/ W/BBL teams before signing their Playing Contract. These should be set out in the schedule to their Playing Contracts.

The Squad Terms executed by players participating in ICC Events may impose additional restrictions on players in respect of the use of their attributes.

## Media Agreements

- Much like the process for player sponsorships and endorsements, while contracted players are not prohibited from entering into personal agreements with media organisations, the following restrictions apply:
- Any agreement must be approved by CA under the process in the Playing Contracts;
- No agreement can prevent a player from making themselves available for news (or game promotion) related media commitments with competitive media outlets;
- No more than two (2) players may enter into agreements contemplating the promotion of the same media organisation;
- Players must not appear with more than one (1) other contracted player;
- Media comment must not damage or denigrate CA, State Associations, W/BBL Teams or major sponsors of those organisations;
- Media comment must not reveal information that is confidential to CA or the player's State Association or W/BBL Team;
- Players must not appear under media agreements in any CA/State/W/BBL Team player dressing rooms or venues or use any CA/ State Association/W/BBL Team's intellectual property (including by wearing player uniforms or wearing clothing incorporating CA, State Association or W/BBL Team.

## Overseas Cricket

Players holding CA, State Player Contracts (or W/BBL Player Contracts, only in relation to the relevant W/BBL Competition Period) may play overseas cricket while contracted, but only with the prior written approval of CA, which must be requested, using the required Form 1 (set out in the MOU), by the end of the cricket season (i.e. by 31 March) in the contract year or as soon as practicable thereafter.

CA will approve a request made as above, subject conditions including:

- Players and the relevant overseas club/team must also execute an Overseas Club/Team Playing Agreement with CA/ State Association and or W/BBL Team;
- The overseas club/team must be part of a recognised competition of a full ICC member country or the Scottish or Irish Cricket Association;
- No more than four (4) players on CA contracts or contracted to any one State Association or W/BBL Team can play for the same overseas club / team (including as 12th player or substitute fielder) at any one time, although more than this number can form part of a squad (e.g. an IPL squad);
- Players are not permitted to miss any CA/ State Association/W/BBL Team matches to travel overseas;
- Players' departure dates for overseas will not be any earlier than:
- For the IPL, after the last State game played by the player's State Association or three (3) days prior to the commencement of the IPL (whichever is later);
- For other overseas cricket, ten days after the conclusion of the grade/district final or 12 April (whichever is earlier);
- Players must not permit the overseas club or team, competition or national board or their sponsors to use the attributes of more than one (1) CA player or more than one (1) player from the same State Association or W/BBL Team.
- If a BBL contracted player wished to play overseas cricket during the BBL season, this would require the approval of CA and the player's BBL Team and execution of an Overseas Club/Team Playing Agreement with the BBL Team.

## Other Matches

CA, State Associations and W/BBL Teams require that contracted players not participate in any cricket matches (including indoor or modified rules cricket matches) unless that match is controlled by CA or a State Association or the players participation is otherwise approved by CA. The approval process is set out in Article 14 of the MOU (with a modified process for W/BBL only players in relation to the W/BBL Competition Period).

## Movement Between State Associations & W/BBL Teams

Movement by players between State Associations is regulated by the State Player Contracting and Remuneration Rules. There are stipulated Transfer Forms that must be used and strict time periods that must be adhered to. Please contact the ACA if you have any queries.

Generally speaking:

- Uncontracted State players are able to apply for a transfer between State Associations, subject to time frames and the processes set out in the above-mentioned Rules (that will vary depending on whether it is during or outside the State contracting Period).
- Contracted State Players can also apply for a transfer to a different State Association in accordance with the contracting rules. The State Association may decide to accept or reject the player's application to transfer in its absolute discretion, having regard to a range of factors, such as a player's opportunity for career advancement.
- CA contracted players can only transfer between State Associations in accordance with the contracting rules, following a similar process to the above.

Movement of players between W/BBL Teams is regulated by the W/BBL Player Contracting and Remuneration Rules. There are stipulated contracting dates, a W/BBL Trade Period and strict rules around W/BBL Teams holding discussions with contracted players. The W/BBL has a form of unrestricted free agency, where a player is not obliged to play for their State Association (or its franchises). In short, players can move to any team when not contracted (although W/BBL teams are only permitted to contract players during certain designated periods).





### Dangerous or Hazardous Activities

Under the Playing Contracts, except as directed by the employer, the player will not, without prior written consent of the employer:

- > Engage in any dangerous or hazardous activity;
- > Put the player's own or another Player's safety at risk; and
- > Engage in any activity that in the reasonable opinion of their employer represents a risk of injury to the player or affected the player's ability to perform their obligations under the Playing Contract.

Players are also required to acknowledge that the following activities are captured by the above prohibitions:

- > Flying in an aeroplane, helicopter, or other airborne machine or device unless it's a commercial flight being operated by a major airline;
- > Participating in so-called "Extreme Sports";
- > Any competitive or professional sport including but not limited to soccer, Australian Rules Football, basketball, netball, any form of rugby or gridiron (other than as part of organised training or promotion directed by CA or State Association);
- > Indoor or outdoor rock climbing, hang gliding, parachuting or bungee jumping.

With respect to female State players and WBBL players, CA and State Associations will consent to the player engaging in another competitive or professional sport operated by a recognised State or National Sporting Association (Other Sport) provided that the player executes an Other Sport Approval agreement and the player agrees, amongst other things, to fulfil her obligations under the Playing Contract.

## Codes & Policies

Pursuant to their Playing Contracts, players agree to comply in all respects with all codes, policies and/or rules of behaviour as issued by the ICC, CA, the State Association and the W/BBL Team as applicable to the player including without limitation:

- CA Code of Conduct;
- CA Anti-Corruption Code and CA Minimum Standards for Players and Match Officials' Arenas at International Matches;
- CA Anti-Doping Code;
- CA Illicit Substances Rule;
- Australian Cricket Sports Science Sports Medicine Principles (including without limitation Concussion and Head Trauma Policy, Cardiac Screening Policy, and Supplements Policy);
- CA Anti-Racism Code;
- CA Anti-Harassment Code;
- CA Accreditation Policy.

Players are also subject to ICC Codes and Policies applicable to particular competitions (such as the IPL or Kia Super League). Further information can be found in the Rules, Codes and Regulations section of this Handbook.

For more information on Codes and Policies please refer to the following website below or CA's Integrity Unit:

<http://www.cricketaustralia.com.au/cricket/rules-and-regulations>

## Player Internet Sites

While players are able to have their own Internet Sites, certain restrictions apply to the operation and promotion of these sites including:

- Players must not use the intellectual property of CA/State Associations/W/BBL Teams on their Internet Sites (please note: a limited number of action photographs of the player incorporating this intellectual property may be used on a player's Internet Site and up to two (2) photos on three (3) Social Networking Sites).

In certain circumstances, a player will need to seek prior approval for any contracts they wish to enter into with providers of Internet or Social Networking Services, such as if they constitute a player endorsement or personal media agreement (as discussed above).

This document is a summary only of some provisions of the MOU and Playing Contracts. The ACA encourage all players to read and understand each contract they are presented with before they sign.

# Commercial

## What commercial activities does the ACA undertake?

The ACA is involved in a series of commercial activities in the following areas:

- Events and sponsorships;
- Licensing;
- The Cricketers Brand.

A summary of the above restrictions follows.



## Events & Sponsorships

### What are the ACA's events and sponsorships?

The ACA owns or is a joint partner in several major event properties, including:

- Australian Cricket Awards (joint property with Cricket Australia);
- All\*Star Awards;
- ACA Masters.

### Australian Cricket Awards

The Australian Cricket Awards is a joint ACA/ Cricket Australia event held on an annual basis and celebrates the individual performances of Australian and State cricketers. The evening features the presentation of awards in addition to the annual induction of cricket legends into the Hall of Fame.

Some of the annual awards are:

- Allan Border Medal - Awarded annually to the player considered by his peers, the umpires and media to be Australia's best Test, ODI and T20 cricketer.
- Belinda Clark Award (formerly Women's International Cricketer of the Year) – Recognises the most outstanding female player voted by her Australian team peers, umpires, a national selector & Australian Coach.
- Test Player of the Year - Recognises the player voted by his peers as Australia's best Test player.

- One-Day International Player of the Year – Male - Recognises the player voted by his peers as Australia's best One-Day International player.
- T20 International Player of the Year – Male -Recognises the player voted by his peers as Australia's best T20 International player.
- Domestic Player of the Year – Recognises the most outstanding male and female player in State competitions as voted by their peers.
- Bradman Young Cricketer of the Year – Recognises Australia's most outstanding young male player as voted by his peers. (Under the age of 24 who has not played more than ten first-class matches).
- Betty Wilson Young Cricketer of the Year – Recognises the most outstanding young female player as voted by their peers (under the age of 24 who has played less than 10 matches).
- Community Champion Award - introduced in 2019 to recognise the contribution the players make outside the cricket community. The award can be won by either a male or female player, with the inaugural recipient being Moises Henriques.

## All\*Star Awards

Since the 2006-07 domestic season, the ACA has delivered the ACA All\*Star Awards to recognise the achievements of the best performed players in the Interstate Four-Day, Interstate One-Day and Interstate Twenty20 competitions. The All\*Star Program was extended in 2012-13 to recognise the performances of our domestic female players. The awards now recognise the best performing female players in the WBBL and WNCL competitions.

The ACA All\*Star teams are voted on by all contracted male and female players.

## ACA Masters

Launched in 2008, the ACA Masters program utilises current and past players to promote and grow the game of cricket through the following activities:

- Annual tours within regional Australia;
- Awarding regional youth scholarships annually to develop talented future stars of the game to support their cricket development;
- Coaching clinics in each region visited;
- Masters players actively involved in supporting Cricket Australia game development initiatives;
- Community initiatives including charity work, fundraising for local cricket, indigenous community visits and coaching;
- Corporate initiatives.

ACA members have the opportunity to be involved in the ACA Masters and any member interested in participating in the Masters program should contact Kelly Applebee at the ACA on 03 9698 7200.

## Licensing

### Licensing Royalties

As part of a long-standing agreement with current players, the ACA receives player royalties from the sale of one category of player based licensed product. This has previously included trading cards and console games, and is agreed in conjunction with the ACA Executive.

### The Cricketers' Brand

The Cricketers Brand was launched in 2017 and is responsible for developing and maintaining commercial partnerships as well as managing the licensing & marketing compliance on behalf of ACA members.

The Cricketers' Brand will also aim to provide commercial opportunities for members. These opportunities may include simple speaking engagements, or anything up to comprehensive endorsements and sponsorship opportunities.

Any member interested in being more actively involved in supporting The Cricketers' Brand please contact 03 9698 7200 or [tcruickshank@auscricket.com.au](mailto:tcruickshank@auscricket.com.au).

# Past Player Benefits

To recognise and acknowledge the contribution made by players of the past, the current players fund a comprehensive suite of programs for past players in their life after cricket.

## **Past Player Program State Coordinators**

The ACA has a number of Past Player Program State Coordinators which help facilitate various aspects of the Past Player Program.

Greg Matthews – NSW/ACT (Personal Development)

Rina Hore – NSW/ACT (Game Development)

Lee Carseldine – QLD

Wayne Phillips – SA & NT

Nick Courtney – TAS

Megan Pauwels (until a VIC Coordinator is appointed) – VIC

Josh Mangan – WA



### Health and Wellbeing Grants

ACA past players can apply for an annual reimbursement grant to assist with the costs of health, wellbeing, career or educational services in life after cricket.

### Medical Support Scheme

The ACA Medical Support Scheme supports members with out-of-pocket costs following hospital stays after such things as operations, especially if they are a direct result of an injury sustained during their cricket career.

Service:

- \$500 for out-of-pocket expenses.
- Members requiring a more significant operation or experiencing financial hardship can be allocated up to \$2,000. Applications will be assessed on a case-by-case basis.

### Game Development Program

The ACA Game Development Program is designed to utilise the experience, skills and passion of ACA members to inspire the next generation of players and coaches. Past Players and eligible current players can register at any time to participate in the Game Development Program, where appearances for ACA members are generally set at \$500.

### Premier Cricket Program

The ACA Premier Cricket Program has been designed to support ACA members in their post-cricket lives via a program that retains and harnesses the skill, experience and knowledge of ACA Members to identify, instruct and inspire talent through both the male and female Premier Cricket pathways.

Members can receive up to \$7,500 as a player, coach or mentor for one of the Premier clubs across the country that provide a direct pathway into Australian Domestic Cricket.

# Affiliated Organisations

## AAA

The Australian Athletes Alliance (AAA) was established in 2007 by the AFL Players' Association, Australian Cricketers' Association, Professional Footballers' Association, Australian Swimmers Association, Netballers' Association, Rugby League Players' Association, and Rugby Union Players' Association.

The AAA has developed a policy platform, underpinned by a Charter of Athletes' Rights. This policy platform comprises four foundation policies, in the important areas of:

- > Good Governance
- > Integrity
- > Athlete Development and Wellbeing
- > Health and Safety.

These policies have been developed to guide, assist and educate sports' governing bodies, Governments, media and the general public of the athletes' position in respect of these important areas. The policies will also inform collective negotiations between the sports and athlete representatives.



## FICA

The Federation of International Cricketers Associations (FICA) is the global players' voice in cricket.

FICA was established in 1998 to unite all national players' associations, which protect the interests of professional cricketers throughout the world (there are currently nine). It brings together the world's cricketers, regardless of nationality, religion, political persuasion or race, under an international body focused on matters of general interest to the game and its players. FICA's operational focus is on representing players including in the following areas:

### 1. Representation & Voice

Professionally representing players' views and opinions to the game (including at ICC level).

E.g. Global surveying, Player Advisory Groups, Global Employment & Cricket Reports.

### 2. Player & Employment Rights

Working hard to ensure that every player receives a contract that is properly negotiated and offers appropriate protections.

E.g. ICC event squad terms, domestic T20 event standard player contracts, players' association negotiation support, agent communications.

### 3. Integrity

Ensuring the players are protected, educated and supported in regards to global cricket integrity issues.

### 4. Global Cricket Structure

Advocating for the best structure of the game and regulations to make cricket as good as it can be for players and fans alike.

## 5. Global Player Welfare

Building a global support network to meet the needs of global cricketers.

E.g. Development of FICA Global Player Welfare platform, best practice and local and global support network.

## 6. Good Governance

Developing a global strategy for the game, built on principles of good governance.

FICA is governed by its Board and Executive. ACA CEO Alistair Nicholson sits on both. Tom Moffat is FICA's Chief Executive Officer.

FICA has also established men's and women's Player Advisory Committees, comprised predominantly of current senior International Players nominated by their home players' association. The Committees complement FICA's ongoing program of structured engagement with its member players' associations and players around the world to ensure it is accurately representing collective player views and interests at the global level. FICA's current Player Advisory Committees are:

Kumar Sangakarra	Heather Knight
Ross Taylor	Alyssa Healy
Kyle Coetzer	Hayley Matthews
Aaron Finch	Lisa Sthalekar
Vikram Solanki	Amy Satterthwaite
William Porterfield	Mary Waldron
JP Duminy	Shakib Al Hasan
Jason Holder	Chris Woakes
Dane Van Niekerk	



