

STATE PLAYER CONTRACTING AND REMUNERATION RULES

State Player Contracting and Remuneration Rules

1 State Player Contracts and Rookie Contracts

1.1 General Eligibility to play in a State Team

- (a) A State Association may only select the following players in its State Teams:
 - (i) CA Contracted Players;
 - (ii) State Contracted Players;
 - (iii) State Match Contracted Players;
 - (iv) Rookie Contracted Players;
 - (v) Uncontracted Players; and
 - (vi) Overseas Players.
- (b) Subject to rule 1.6, a player will only be eligible to play for a State Team if the player:
 - (i) has entered into a State Player Contract or State Match Contract in accordance with these Rules with the State Association responsible for that State Team; or
 - (ii) subject to rule 1.3, is a CA Contracted Player nominated the State Association responsible for that State Team as the player's home State Association.
- (c) Subject to applicable transfer provisions in these Rules, a player may only be a member of one State Association's State Team/s in any Season.

1.2 Rookie Contract Eligibility

- (a) Rookies Player Contracts only apply to male State contracting.
- (b) A player will be eligible to enter into a Rookie Contract in accordance with these Rules if the player is under 23 years of age as at the commencement of the Contract Year to which the Rookie Contract relates.
- (c) Subject to rule 9, a player cannot be a party at the same time to both:
 - (i) a Rookie Contract and a State Player Contract; or
 - (ii) a State Player Contract and a State Match Contract.
- (d) A particular Rookie Contract:
 - (i) may only be for a period of one (1) or two (2) Contract Years but, in the case of a two (2) year Rookie Contract, the player must satisfy the age restriction set out in paragraph (a) above at the commencement of the second Contract Year; and
- (e) Nothing in this rule 1.2 prevents:
 - (i) an eligible player from entering into a Rookie Contract after the expiry of the player's first Rookie Contract (even though both Contracts together run for more than two (2) Contract Years); or
 - (ii) an eligible player from entering into a State Player Contract after the expiry of the player's Rookie Contract.

1.3 CA Contracted Player Eligibility

- (a) Subject to rule 10.1, a State Association may only select a CA Contracted Player in one of its State Teams if:
 - (i) that State Association is nominated as “the Player’s State Association” in the player’s CA Player Contract; and
 - (ii) the terms of the player’s CA Player Contract otherwise permit.
- (b) If a player enters into a CA Player Contract and that player is a party to a State Player Contract with a term overlapping and/or extending into future Contract Years, the State Player Contract will be suspended and cease to apply for so long as that player is a party to the CA Player Contract.
- (c) In such circumstances in (b) above, the CA Player Contract will nominate the State Association with which the player holds a State Player Contract as “the Player’s State Association” for the purpose of the CA Player Contract.
- (d) This rule 1.3 has no effect on the validity of the State Player Contract insofar as it applies to the balance of the term of the State Player Contract (if any) beyond the term of the CA Player Contract. By way of clarification, this means that if the player’s State Player Contract has two (2) further Contract Years to run after the term of their CA Player Contract expires, the player and State Association will still be bound by their State Player Contract for those two (2) Contract Years, subject to these Rules.
- (e) Players who are parties to CA Player Contracts (excluding upgrades to CA Player Contracts, which will be dealt with under rule 8) will not receive a State Association retainer for the duration of the player’s CA Player Contract.

1.4 Uncontracted Players Eligibility

Subject to rules 10.3 and 10.4, a State Association may only select an Uncontracted Player in one of its State Teams if the player is registered with the same State Association or if the club competition in which the player last played was one conducted by the same State Association or one of its affiliates.

1.5 Overseas Players Eligibility

A State Association may select no more than one (1) Overseas Player in a particular male or female State Team.

1.6 Suspension and ineligibility

- (a) A player who has been suspended pursuant to the CA Playing Conditions or any applicable CA codes and policies in respect of matches in Interstate Competitions will not be eligible for selection by a State Team for those matches.
- (b) A player who is subject to a period of ineligibility in respect of Interstate Competitions pursuant to the CA Playing Conditions or any applicable CA codes and policies will not be eligible for selection by a State Team for that period of ineligibility.

2 Overseas Player Provisions

2.1 CA Approval Prior To Approaching Overseas Players

- (a) Prior to making an approach or offer to contract a player (either directly or via their agent) who, if contracted would be or deemed to be an Overseas Player, a State Association must first make a written application, with details of the player/s to

whom it intends on making an approach, to CA for approval about participation in the State Team.

- (b) CA will process a request made in accordance with paragraph (a) above in the following manner:
 - (i) Any request made after 5.00 pm will be deemed to have been received at 9.00 am the next Business Day;
 - (ii) Within twenty four (24) hours of receipt of the State Association's request, CA will provide written notice to the State Association acknowledging such receipt;
 - (iii) Within five (5) Business Days of receipt of the request in accordance with sub-paragraph (i) above, CA will notify the State Association of its decision in relation to the request;
 - (iv) If the day before the expiry of the period under sub-paragraph (iii) above, CA has failed to advise the State Association of its decision in relation to the request, the State Association must telephone CA to ascertain the status of the request;
 - (v) CA will either notify the State Association of its decision by 5.00 pm on the date calculated under sub-paragraph (iii) or, if it is not in a position to notify the State Association of a decision at that time, advise the State Association that it requires further time to obtain information or consider the request, in which case CA will use all reasonable endeavours to advise the State Association of a decision as soon as possible after the deadline has expired.
- (c) CA may:
 - (i) approve a request made in accordance with paragraph (a) above (subject to any conditions as CA determines appropriate in the circumstances), in which case the State Association may proceed with approaching the player (either directly or via their agent) (subject to any conditions imposed by CA), and subsequently offering or enter into a Player Contract with that player; or
 - (ii) not approve a request made in accordance with paragraph (a) above, in which case the State Association must not approach, offer or contract with the specified player.

2.2 Registration of Overseas Players

- (a) An individual who:
 - (i) holds Australian citizenship;
 - (ii) is eligible to represent Australia under the ICC Player Eligibility Regulations, National Qualifications Criteria; or
 - (iii) is an Approved Australian Resident,will be deemed to be an Overseas Player for the purposes of these Rules if the player:
 - (iv) is contracted to play in another National Cricket Federation's competition/s or tournament/s as a local player; and
 - (v) has lodged (and not yet withdrawn) a current Overseas Player Registration Request in accordance with this Rule 2.2.

- (b) An Overseas Player must be registered with CA by submitting an Overseas Player Registration Request with the Head of Cricket Operations for approval.
- (c) For the purposes of these Rules and subject to rule 2.1, an Overseas Player must be registered with and approved by CA prior to being contracted or selected to be part of a State Team.
- (d) Any Overseas Player Registration will have continued effect for the purposes of these Rules until the earlier of any expiry date specified in the Overseas Player Registration Request or a signed written statement from the individual withdrawing the Overseas Player Registration Request.
- (e) The lodging of an Overseas Player Registration Request pursuant to this rule 2.2 or the recognition of an individual as an Overseas Player pursuant to these Rules will have no effect on the eligibility of the individual to represent Australia in international cricket, which will be determined in accordance with the ICC Player Eligibility Regulations, National Qualification Criteria (as amended from time to time).

3 State Player Contracts

3.1 Number of male contracts

By no later than the State Contracting End Date, each State Association must have entered into the following male Player Contracts:

- (a) between sixteen (16) and up to a maximum of twenty (20) State Player Contracts; and
- (b) between three (3) and up to a maximum of six (6) Rookie Contracts.

3.2 Number of female contracts

By no later than the State Contracting End Date, each State Association must have entered into the following female Player Contracts:

- (a) fourteen (14) State Player Contracts.

3.3 Allowances and Restrictions

- (a) State Associations may enter into single or multi-year State Player Contracts with players.
- (b) A State Association cannot enter into a State or Rookie Player Contract (or otherwise form a contractual relationship or make representations or promises that may be legally relied upon by the player) with a player who is contracted to another State Association:
 - (i) until such time that the player has completed the player's final season under the player's existing Player Contract with that other State Association; or
 - (ii) unless that player has been transferred in accordance with relevant provisions of these Rules.
- (c) A State Association can only contract a player who is uncontracted or a player who has completed the final season of the player's Player Contract with another State Association between the State Contracting Start Date and the State Contracting End Date.
- (d) A State Association may by agreement with the relevant player, execute a new Player Contract, or extend the term of an existing Player Contract, with a player

who is currently under contract to that same State Association at any time other than during the State Contracting Embargo Period (referred to in rule 4.1).

- (e) For the purposes of this rule:
 - (i) a reference to approaching, holding discussion with or contacting a CA contracted player or a State contracted player includes their manager or agent or other person acting for or on behalf of that player (whether acting with the knowledge of the player or not);
 - (ii) a reference to a State Association includes an officer (including a committee member or director), employee or agent of the State Association;
 - (iii) each State Association must ensure that each club that fields teams in competitions conducted by or under the auspices, control or direction of that State Association complies with this rule 3.3 as if that club was a State Association for the purpose of this rule; and
 - (iv) in the event a club engages in conduct that is subsequently found under these Rules to be in breach of this rule 3.3, the relevant State Association shall be deemed to have breached this rule 3.3.

3.4 Pregnancy and Parental Leave

- (a) The Parental Leave Policy sets out the manner in which CA and State Associations should manage and support Players who are pregnant or who are on Parental Leave.
- (b) Provisions for replacement player/s and upgrades in the event a Player is unavailable due to pregnancy/parental leave are outlined in sections 7 (State Match Contract), 8 (Upgrades to CA Player Contracts) and 9 (Upgrades to State Player Contracts).

4 State Contracting Process

4.1 State Contracting Embargo Period

- (a) Subject to clause 4.1(c), during the State Contracting Embargo Period, *State Associations must not enter into any agreements, including renewals of existing agreements, arrangements or understandings* with any player in relation to, or in any way in connection with Interstate Competitions.
- (b) For the avoidance of doubt, rule 4.1(a) does not preclude State Associations from engaging in non-binding discussions with players.
- (c) The WNCL does not have a State Contracting Embargo Period unless otherwise advised by CA to the the State Associations.

4.2 Dealings between State Associations

- (a) Except during the final Contract Year of the relevant Player's contract with CA or another State Association, a State Association must not hold discussions with a Player who is then contracted to play for another State Association ("**Home State Association**") or is then contracted to play for CA and has nominated a State Association as their home State Association under their CA contract ("**Nominated State Association**"), concerning the possible transfer of that Player without first informing the Home State Association or the Nominated State Association (as

relevant) by e-mail or other form of contemporaneous written communication of its intention to do so.

In this rule:

- (b) a reference to a Player includes their manager or agent or other person acting for or on behalf of that Player (whether acting with the knowledge of the Player or not); and
- (c) a reference to a State Association includes an officer (including a committee member or director), employee or agent of the State Association.

4.3 State Contracting Start Date

- (a) By no later than 2.00 pm on the State Contracting Start Date, CA will provide notice (by way of e-mail) to all State Associations of:
 - (i) the identity of the seventeen (17) to twenty (20) male players to whom it intends to offer CA playing contracts for the forthcoming Contract Year (or beyond);
 - (ii) the identity of the twelve (12) to fifteen (15) female players to whom it intends to offer CA playing contracts for the forthcoming Contract Year (or beyond);
 - (iii) all State Salary Cap details for the forthcoming Contract Year;
 - (iv) the Minimum Spend Amount;
 - (v) applicable State Player Contracting and Remuneration Rules in respect of the forthcoming Season; and
 - (vi) the template State and Rookie Player Contracts and other documents to be used by State Associations in respect of the forthcoming Season.
- (b) Within 5 Business Days of the State Contracting Start Date, each State Association must:
 - (i) have offered (but shall not be required to have entered into) State Player Contracts and Rookie Contracts (including retainer amounts) to the previously-contracted or uncontracted players within its State that it wants to include on its contract list for the forthcoming Contract Year; and
 - (ii) notify its then-contracted players from the previous season who will not be offered State Player Contracts and Rookie Contracts for the forthcoming Contract Year.
- (c) On or before 13 Business Days after the State Contracting Start Date (**Round 1 Contracting Date**), each State Association must have:
 - (i) entered into between twelve (12) and twenty (20) male State Player Contracts;
 - (ii) entered into between three (3) and six (6) male Rookie Contracts;
 - (iii) entered into between nine (9) and fourteen (14) female State Player Contracts;
 - (iv) advised CA in writing (by way of e-mail) of the names of players who have entered into such contracts; and
 - (v) lodged with CA true, complete and accurate copies of these original signed State and Rookie Player Contracts.

- (d) Without limiting rule (f) below, by no later than 2.00 pm on the State Contracting End Date, each State Association must have:
- (i) entered into between sixteen (16) and twenty (20) male State Player Contracts;
 - (ii) entered into between three (3) and six (6) Rookie Contracts;
 - (iii) entered into fourteen (14) female State Player Contracts;
 - (iv) advised CA of the names (by way of email) of the Players who have entered into State and Rookie Player Contracts;
 - (v) contractually committed to pay all of the Minimum Spend Amount on player retainer payments pursuant to State and Rookie Player Contracts and advised CA in writing of all such payments;
 - (vi) lodged with CA true, complete and accurate copies of all original signed State and Rookie Player Contracts; and
 - (vii) submitted to CA ASA Summary Forms for all ASAs signed with players to date.
- (e) As soon as practicable, but not more than 2 Business Days after the State Contracting End Date, CA will notify each State Association and the ACA in writing (by way of email) of the updated list of names of all State and Rookie contracted players.
- (f) In the event a State Association has contracted an Overseas Player as one of its State Contracted Players pursuant to this Rule 4 (Contracting Process) and, prior to 1 October of the first (or only) relevant cricket season, the State Association becomes aware that the Overseas Player will not be able to fulfill a material portion of the player's playing or other commitments to that State Association, then the State Association may:
- (i) terminate the player's State Player Contract in accordance with the provisions of that contract (provided there have been no payments made either under that contract or in consideration for any such termination); and
 - (ii) the State Association shall be permitted to contract a replacement player (Overseas or local) for the remainder of that same term only,
- provided that the total retainer payable to the replacement player under the player's State Player Contract for that year must not be in excess of the total retainer that was payable to the original Overseas Player under the relevant State Player Contract (less any payments already made to that Overseas Player under that contract or in consideration of such termination).
- (g) In the event a State Association has contracted a local Player (e.g. not an Overseas Player) as one of its State Contracted Players pursuant to this Rule 4 (Contracting Process) and, prior to 31 July of the first (or only) relevant cricket season, the State Association becomes aware that the local Player will not be able to fulfill a material portion of the player's playing or other commitments to that State Association (e.g. a request for release by the local player to pursue other opportunities or their retirement), then the State Association may apply to CA (with all relevant details) for permission to:
- (i) terminate the player's State Player Contract in accordance with the provisions of that contract or by way of an agreed release (including conditions as agreed); and

- (ii) if granted permission by CA (at its absolute discretion), the State Association may be permitted to contract a replacement local player for the remainder of that same term only (that may be subject to reasonable conditions, such as to the identity class of proposed replacement player), and make any consequential upgrade(s) of any then vacant contracting positions (such as a Rookie being upgraded to a State Player Contract and their Rookie position becoming vacant),

provided that the total Retainer payable to the replacement local player under the player's State Player Contract for that year must not be in excess of the total retainer that was payable to the original local Player under the relevant State Player Contract (less any payments already made to that Player under that contract or in consideration of such termination).

4.4 30 June after the Season

- (a) By no later than 2.00pm on 30 June following the end of the relevant Season, each State Association must provide to CA:
 - (i) a true, complete and accurate report (in a format nominated by CA) setting out:
 - (A) full details of all payments paid to players in respect of the Contract Year; and
 - (B) a detailed reconciliation of any ASAs submitted to CA pursuant to rule 15.4 (End of Season Review); and
 - (ii) a Statutory Declaration in the form included at Annexure 2a (with an updated version delivered by CA to State Associations from time to time) signed by the CEO of the State Association;
 - (iii) a Statutory Declaration in the form included at Annexure 2b (with an updated version delivered by CA to State Associations from time to time) signed by the GM – High Performance (or equivalent position) of the State Association; and
 - (iv) any completed variation agreements or updated Player Contracts relating to the retainer amount payable to a Player in that Contract Year. Any variation agreements must be in an agreed form and must not vary the terms and conditions of the standard playing agreement set out in the MOU.
- (b) For the purposes of ensuring that obligations under this rule 4.4 have been met, CA will provide the ACA's auditor with access to the CA Player Contracts, State Player Contracts and Rookie Contracts held at CA's offices and a summary of the contract details (namely rankings and retainer amounts, without names) for all CA Contracted players, it being understood that the ACA has informed CA that the ACA's auditor has the authority of each such player to review such contracts and that all such information shall be treated in strict confidence by the ACA's auditor.

4.5 CA Compliance Audit – Player Statutory Declarations

As part of any Compliance Audit conducted by CA, CA may in its absolute discretion, request that a State Association(s) must procure, and submit to CA within 10 Business Days of that request, a signed statutory declaration in the form set out in Annexure 3 (State Players Statutory Declaration) from each player who was in their respective State Teams for the relevant Season.

4.6 Retainers under State Player Contracts and Rookie Contracts

Where a State Association enters into a State or Rookie Player Contract for more than one (1) Contract Year and the retainer for subsequent contract years is set, the State Association must, where necessary, adjust that player's retainer:

- (a) upwards to comply with the minimum retainer prescribed by CA in respect of future relevant Contract Years; or
- (b) downwards to comply with the maximum retainer prescribed by CA in respect of future relevant Contract Years.

5 Codes and Policies

It is the State Association's responsibility to ensure that a Player who enters into a Playing Contract is appropriately instructed about all relevant codes and policies by which the Player is bound at or around the time the Player enters into the contract.

6 CA Match/Tour Contracts

- (a) If CA selects a player (who is not a party to a CA Player Contract) to play in a CA Team or to be a part of an overseas touring squad from which a CA Team is to be selected, CA will enter into a CA Match/Tour Contract with that Player.
- (b) Players who enter into CA Match/Tour Contracts will be entitled to receive the same match fee payable in respect of relevant matches as players who are parties to CA Player Contracts in respect of the same team.
- (c) In addition to the match fee, the player will also be entitled to receive a lump sum of \$5,000 from CA in respect of the first CA Match/Tour Contract the player enters into during a particular Contract Year.

7 State Match Contracts

- (a) A player who is not a party to a State Player Contract or a CA Player Contract may nonetheless be selected in a State Team, subject to that player accepting and then entering into a State Match Contract.
- (b) The State Association must enter into a State Match Contract with that player before the player plays in the relevant match. For example, an uncontracted player acting as a Concussion Substitute entering the match on Day 3 of a multi-day game must enter into a State Match Contract with the State Association prior to participating in that match.
- (c) As soon as possible and within one (1) week of a State Match contracted player being selected to play for a State Team, the State Association must lodge a true, complete and accurate copy of the player's original signed State Match Contract with CA.

8 Upgrades to CA Player Contracts and related payments for Concussion Replacements

- (a) Where a player plays (in the final XI) in an international match for Australia, the player will be allocated points (**CA Upgrade Points**) in accordance with the following formula:

Men's teams:

MATCH

CONCUSSION REPLACEMENT

STARTING XI		1 DAY	2 DAYS	3 DAYS	4 DAYS	5 DAYS
TEST	5 points	2 points	3 points	4 points	5 points	5 points
ODI	2 points	2 points				
T20I	1 point	1 point				

Women's teams:

MATCH	STARTING XI	CONCUSSION REPLACEMENT			
		1 DAY	2 DAYS	3 DAYS	4 DAYS
TEST	4 points	2 point	3 points	4 points	4 points
ODI	2 points	2 points			
T20I	2 points	2 point			

Note applying to rule 8(a):

Note 1: A Concussion Replacement 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 end of play on the day the concussion occurs then the Concussion Replacement will be paid (see Note 2 below) and receive CA Upgrade Points, for that day. If the approval is granted following the conclusion of play, then it is assumed the Concussion Replacement will begin to “play” from the beginning of the following day and be paid (see Note 2 below), and receive CA Upgrade Points, from the following day onwards. If a Concussion Replacement is approved in a four-day match on Day 2, and the match finishes on day 3, then they will be paid for Day 2, Day 3 and Day 4 (based on the assumed length of the match).

Note 2: A Concussion Replacement will be paid a Squad and Team Fee or Match Fee (for Men see Schedule J Part E Items 11 to 21 as applicable and for Women see Schedule J Part F Items 9 to 19 as applicable) for days they are deemed to have “played” in accordance with Note 1 above – calculated as a pro-rata allocation of the relevant Squad and Team Fee (e.g. join on day 2 of a 4 day game they receive $\frac{3}{4}$ of relevant fees).

- (b) The player will only be entitled to the CA Upgrade Points referred to in paragraph (a) if the Player actually plays in the match. The 12th player and any other squad members not in the playing XI will not be entitled to CA Upgrade Points for that match.
- (c) Once a player is allocated twelve (12) CA Upgrade Points or more in a Contract Year, CA will offer that player a CA Player Contract. If the player accepts that offer, the term of that CA Player Contract shall expire at the end of the same Contract Year, unless CA and the Player otherwise agree. For the purposes of these Rules, the player will be deemed to have been “upgraded” to a CA Player Contract in these circumstances.

- (d) A player who is upgraded to a CA Player Contract will receive the prescribed retainer described in Schedule J of the MOU and, if requested by the player, will enter (or will procure that an entity nominated by the player enters) into a Marketing Contract with CA in accordance with Article 19 of the MOU.
- (e) Where a player is upgraded to a CA Player Contract and the player is already a party to a State Player Contract, the State Player Contract will be suspended and cease to apply for the balance of that Contract Year, save as provided for in rules (f) and (g) below.
- (f) Rule (d) above has no effect on the validity of the State Player Contract insofar as it applies to the balance of the term (if any) beyond that Contract Year. For example, if the player's State Player Contract has two (2) further Contract Years to run after the term of the player's CA Player Contract expires, the player will still be bound by the player's State Player Contract for those two (2) Contract Years, subject to these Rules.
- (g) Where a player who is upgraded to a CA Player Contract is already a party to a State Player Contract:
 - (i) the relevant State Association will continue to pay the player the player's retainer under the State Player Contract for the balance of the term of the upgrade CA Player Contract (notwithstanding its suspension for the term of the CA Player Contract); and
 - (ii) CA will make up the difference (if any) between that amount and the retainer to which the player is entitled under the player's CA Player Contract (less the amount paid to the player in respect of the player's first selection during the relevant Contract Year as referred to in Rule 6(c)).

9 Upgrades to State Player Contracts and Related Payments for Concussion Substitutes

- (a) Subject to rules 9.1(b) to (c) below, where a player plays (in the final XI) for the player's State Team, the player will be allocated points (**State Upgrade Points**) in accordance with the following formula:

Men's teams:

MATCH	STARTING XI	CONCUSSION SUBSTITUTE				
		1 DAY	2 DAYS	3 DAYS	4 DAYS	5 DAYS
Sheffield Shield	5 points	3 points	4 points	5 points	5 points	
Domestic One Day Cup - Marsh Cup	3 points	3 points				
4D Tour Match	5 points	3 points	4 points	5 points	5 points	
3D TM	4 points	3 points	4 points	4 points		
2D TM	4 points	3 points	4 points			
1D TM	3 points	3 points				
T20 TM	3 points	3 points				

Women's teams:

MATCH	STARTING XI	CONCUSSION SUBSTITUTE			
		1 DAY	2 DAYS	3 DAYS	4 DAYS
WNCL	3 points	3 points			
4D Tour Match	5 points	3 points	4 points	5 points	5 points
3D TM	4 points	3 points	4 points	4 points	
2D TM	4 points	3 points	4 points		
1D TM	3 points	3 points			
T20 TM	3 points	3 points			

Note applying to rule 9(a):

Note 1: Refer to Note 1 in rule 8(a) above which applies, save that a reference to (a) "Concussion Replacement" is deemed to be a reference to "Concussion Substitute" and (b) "CA Upgrade Points" is deemed to be a reference to "State Upgrade Points".

Note 2: A Concussion Substitute will be paid a Match Fee (for Men see Schedule J Part G Items 11 to 17 and Women see Part H Items 7 to 8) for days they are deemed

to have “played” in accordance with Note 1 above calculated as a pro-rata allocation of the relevant Match Fee (e.g. join on day 2 of a 4 day game they receive $\frac{3}{4}$ of the fee).

- (b) The player will only be entitled to the State Upgrade Points referred to in paragraph (a) above where the player:
 - (i) actually plays in the match; and
 - (ii) is not an Overseas Player.

The 12th player, subs and any other squad members not in the playing XI will not be entitled to State Upgrade Points.

- (c) Where the player does not play in a State Team by virtue of selection in a CA Team (excluding a CA XI team) but would otherwise have done so, the player will nonetheless be entitled to the allocation of State Upgrade Points referred to in paragraph (a) above.
- (d) Once a player is allocated twelve (12) State Upgrade Points or more in a Contract Year, the player’s State Association will offer the player a State Player Contract. If the player accepts that offer, the term of that State Player Contract shall expire at the end of that same Contract Year, unless the State Association and that player otherwise agree.
- (e) Where a player is upgraded to a State Player Contract and the player is already a party to a Rookie Contract, the Rookie Contract will be suspended and cease to apply for the balance of that Contract Year, save as provided for in paragraphs (f) and (h) below.
- (f) Paragraph (d) above has no effect on the validity of the Rookie Contract insofar as it applies to the balance of the term (if any) beyond that Contract Year. For example, if the player’s Rookie Contract has one (1) further Contract Year to run after the term of the player’s upgrade State Player Contract expires, the player will still be bound by the player’s Rookie Contract for that one (1) Contract Year, subject to these Rules.
- (g) A State Association must not engage another player on a Rookie Contract as a result of upgrading a Rookie Contracted player pursuant to this Rule.
- (h) A player who is upgraded to a State Player Contract under this Rule will receive the State Player Contract minimum retainer described in Schedule J of the MOU.

10 Player Transfers

10.1 CA Contracted Players

- (a) A CA Contracted Player may only apply to transfer to a different State Association from the State Association nominated in the player’s CA Player Contract (**Home State Association**) in accordance with the following:
 - (i) the player must complete and lodge a Player Transfer Request Form;
 - (ii) the application must be lodged with CA and the player’s Home State Association between the date that is:
 - (A) one (1) day after the Contracting Start Date; and
 - (B) the Round 1 Contracting Date,in a particular Contract Year.

- (b) Within seven (7) days of receiving an application in accordance with this rule, the Home State Association must decide whether or not to grant the player's request and inform the player and CA of its decision in writing.
- (c) The Home State Association may decide to grant or reject the player's application in its absolute discretion and upon such terms and conditions as it sees fit but having regard always to the following factors:
 - (i) the player's length of service to the player's Home State Association;
 - (ii) the State Association's contribution to the player's professional development (both within and outside cricket);
 - (iii) the player's reasons for wanting to transfer to a different State Association;
 - (iv) the extent to which the player has demonstrated a willingness to support the player's Home State Association's involvement in Interstate Competitions;
 - (v) the player's prospects of career advancement, both within and outside cricket, if the player were to be refused a transfer; and
 - (vi) whether the player owes any money to the player's State Association or a club within the jurisdiction of the player's Home State Association and has not made reasonable arrangements to repay that money.
- (d) A player may appeal a decision by the State Association under this rule in accordance with the process outlined in Article 11 of the MOU.

10.2 State Contracted Players

- (a) A State Contracted Player may only apply to transfer to a different State Association in accordance with the following procedure:
 - (i) the player must complete and lodge a Player Transfer Request Form; and
 - (ii) the application must be lodged with CA and the player's current State Association between the date that is:
 - (A) one (1) day after the Contracting Start Date; and
 - (B) the Round 1 Contracting Date,in a particular Contract Year.
- (b) Within seven (7) days of receiving an application in accordance with this rule, the current State Association must decide whether or not to grant the player's request and inform the player and CA of its decision in writing.
- (c) The State Association may decide to grant or reject the player's application in its absolute discretion and upon such terms and conditions as it sees fit but having regard always to the following factors:
 - (i) the player's length of service to the player's current State Association;
 - (ii) the State Association's contribution to the player's professional development (both within and outside cricket);
 - (iii) the player's reasons for wanting to transfer to a different State Association;
 - (iv) the extent to which the player has demonstrated a willingness to support the player's State Association's involvement in Interstate Competitions;
 - (v) the player's prospects of career advancement, both within and outside cricket, if the player were to be refused a transfer; and

- (vi) whether the player owes any money to the player's State Association or a club within the jurisdiction of the player's current State Association and has not made reasonable arrangements to repay that money.
- (d) A player may appeal a decision by the State Association under this rule in accordance with the process outlined in Article 11 of the MOU.

10.3 Uncontracted Players – During the State contracting period

- (a) An Uncontracted Player may transfer to any State Association of the player's choice during the State contracting period by entering into a contract with that State Association at any time between the State Contracting State Date and the State Contracting End Date in accordance with these Rules, provided notice of that transfer is provided in writing to the CA Head of Cricket Operations before the State Contracting End Date.
- (b) The player's current State Association may object to the player transferring to another State Association, during the above period:
 - (i) if the player:
 - (A) owes money to the player's current State Association or a club that is a constituent of the player's current State Association;
 - (B) has received a written demand from the player's current State Association; and
 - (C) has not repaid that money or made arrangements (to the reasonable satisfaction of the player's current State Association) to repay that money; or
 - (ii) if the player, by transferring to another State Association, would be in breach of the player's contractual obligations to a club that is a constituent of the player's current State Association.
- (c) A player may appeal a decision by the State Association under this rule in accordance with the process outlined in Article 11 of the MOU.

10.4 Uncontracted Players – Outside the State contracting period

- (a) An Uncontracted Player wishing to play in a State Team may, from the State Contracting End Date to 28 February of the following year apply to transfer to a different State Association in accordance with the following procedure:
 - (i) the player must complete and lodge a Player Transfer Request Form; and
 - (ii) the application must be lodged with CA and the player's current State Association.
- (b) Within seven (7) days of receiving an application in accordance with rule 10.4(a), the home State Association must decide whether or not to grant the player's application and inform the player and CA of its decision in writing.
- (c) The player's home State Association must grant the player's transfer application under this rule unless:
 - (i) the player:
 - (A) owes money to the player's current State Association or a club that is a constituent of the player's current State Association;
 - (B) has received a written demand from the player's current State Association; and

- (C) has not repaid that money or made arrangements (to the reasonable satisfaction of the player's current State Association) to repay that money; or
- (ii) the player, by transferring to another State Association, would be in breach of the player's contractual obligations to a club that is a constituent of the player's current State Association.
- (d) A player may appeal a decision by the State Association under this rule in accordance with the process outlined in Article 11 of the MOU.

11 Injury and Insurance

- (a) If a State Association invites a player who is not a party to a player contract to train with a State Association, that player will be eligible to receive benefits under the JLT National Club Risk Protection Program's Personal Injury Insurance Policy (NCRPP-PI) and/or the Cricket Australia Corporate Travel Plan (201), as appropriate, subject at all times to the relevant policy wording.
- (b) In addition to the coverage provided under clause 11(a), the State Association must also:
 - (i) pay any medical gap payment the uncontracted player incurs as a result of an injury sustained while training with the State Association; and
 - (ii) cover any resultant loss of income incurred by the player, if the player is unable to complete their full time or permanent part time employment obligations to a maximum of \$1,000 per week for a period of 104 weeks from the date of injury.

12 State Salary Cap

12.1 Distribution of State Salary Cap

- (a) CA will distribute the State PPP (as defined in the MOU and to the extent set out in Schedule J of the MOU) in equal shares during each Contract Year, subject to additional payments to State Associations whose Teams are scheduled to play one or more matches against touring teams or finals matches of the interstate one day competition or the Sheffield Shield.
- (b) By 1 May of each Contract Year (other than 1 May of the final Contract Year), CA will distribute to each State Association a budget setting out the total match remuneration that each State Association will be required to pay to players in the forthcoming Contract Year.

12.2 Composition of Payments to State Players

- (a) Without limiting Articles 5.4(a) to (f) of the MOU, the following amounts are to be paid for out of the State PPP:

- (i) **Retainers**

The retainer paid to players by State Associations is intended to reflect a commitment to cricket by State players. It eliminates the need to remunerate players for playing in pre-season trial or practice matches, off-season training, for use of the players' Attributes or attendance at promotional activities within the limits set out in the State Player Contracts and in consideration for all other obligations of those players set out in the State Player Contracts. The retainer is intended to include one in-season trial or practice match, provided it is held in the capital city of the player's home State Association and for the purposes of preparing the team to play in competition after an extended in-season break from State

matches, and further provided that no tickets shall be sold for attendance at such matches without the prior approval of the ACA (such approval not to be unreasonably withheld and to be considered in good faith if appropriate match fees are paid).

(ii) **Match Fees**

(A) Match fees must be paid by each State Association in accordance with Article 9.3 of the MOU to all players selected for Sheffield Shield, interstate one day, tour, Futures League, Futures League Twenty20 or State 2nd matches. In terms of the 12th, 13th and 14th player, they will be paid a percentage of the Match Fee as set out below and as amended from time to time by agreement between CA and the ACA:

	Sheffield Shield	Marsh Cup	Second XI	WNCL
Player in XI (at toss)	Match Fee	Match Fee	Match Fee \$ per day*	Match Fee
Concussion Substitute	Pro rata allocation of Match Fee based on days participated in (see Clause 9(a))	Pro rata allocation of Match Fee based on days participated in (see Clause 9(a))	Pro rata allocation of Match Fee based on days participated in (see Clause 9(a))	Pro rata allocation of Match Fee based on days participated in (see Clause 9(a))
12th Player	100% of the Match Fee	80% of Match Fee	100% of the Match Fee \$ per day*	80% of Match Fee
13th Player	Not Required but as per Article 9.4 of the MOU when not stipulated	80% of Match Fee when stipulated as per Article 9.3(b) of the MOU As per Article 9.4 and 9.5 of the MOU when not stipulated	100% of Match Fee \$ per day*	80% of Match Fee

14th Player	Nil	80% of Match Fee when stipulated as per Article 9.3(b) of the MOU As per Article 9.4 & 9.5 of the MOU when not stipulated	Nil	Nil
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*\$ per day rather than per match for State Second XI T20 Tournament.

- (B) Before distributing the State PPP to the State Associations, CA will deduct:
- (1) match fees for the Sheffield Shield Final and interstate one day competition final; and
 - (2) match fees for matches against touring international teams, which CA will, at the appropriate time, pay directly to the State Associations concerned.
- (C) The captain of a State team (but not the captain of a Futures League, Futures League Twenty20 or, 2nd XI team) shall be paid a 20% premium on the relevant match fee at the same time as the match fee. This premium is in recognition of the additional obligations placed on the captain both during and between matches.
- (iii) **Prize Money**
- (A) Prize money received by players will form part of the State PPP.
 - (B) Prize money to be paid to players in respect of the Sheffield Shield and interstate one day competition is to be allocated to State Associations as agreed with the ACA from time to time and will be deducted from the State PPP. The current agreement is set out in the following Table.

2022-23 DOMESTIC CRICKET PRIZE MONEY - from PPP								
	Preferred SS Weighting	Current SS Weighting	BUPA Sheffield Shield	Preferred JLT/WNCL Weighting	Current JLT/WNCL Weighting	Marsh Cup	WNCL	Total
1st	0.515	0.529	252,000	0.540	0.525	145,000	145,000	
2nd	0.258	0.253	122,000	0.270	0.264	73,000	73,000	
3rd	0.129	0.129	62,000	0.110	0.110	30,500	30,500	
4th	0.064	0.063	30,466	0.053	0.073	20,234	20,234	
5th								
6th								
Total	0.966	0.974	466,466	0.973	0.974	268,734	268,734	
PLAYER OF THE SERIES	0.025	0.025	12,000	0.021	0.021	5,700	5,700	
PLAYER OF THE FINAL	0.005	0.006	3,000	0.006	0.006	1,600	1,600	
TOTAL PRIZEMONEY	0.030	0.031	481,466	0.028	0.026	276,034	276,034	1,033,534
Agreed in MOU	1.00	1.00	481,466	1.000	1.000	276,034	276,034	

- (C) CA will allocate to the relevant State Associations prize money earned as a result of participation in competitions as soon as practicable after those matches are played and in no circumstances

later than the 15th of the second calendar month following the conclusion of the relevant competition.

(iv) **Superannuation**

- (A) Superannuation payments that are required by law to be made by each State Association or payments made by way of salary sacrifice must be accounted for out of the State PPP.
- (B) Superannuation payments pursuant to this rule will not be taken into account in calculating the State Player Payments amount of a State Association unless the relevant superannuation payment/s exceed/s the State Association's requirements under the *Superannuation Guarantee (Administration) Act 1992* (Cth), as amended from time to time.

(v) **Salary Packaging**

- (A) Subject to rule 12.3(c), salary packaging will be permitted for Players provided that:
 - (1) such packaging is in keeping with both the remuneration policy of the State Association and relevant Australian legislation as prescribed from time to time; and
 - (2) any fringe benefits tax payable by a State Association in connection with State Player Payments will be included for the purpose of calculations under rule 12.3(c).

(vi) **Contingency Amount and Residual State Allocation**

- (A) Part of the State PPP will be a contingency sum fixed by CA for each State Association. CA will pay that sum to each State Association to allow each State Association to pay for additional or unexpected costs that may be incurred by a State Association during the Contract Year, such as:
 - (1) to remunerate standby and replacement players and players other than the twelfth player performing twelfth player duties for State Teams (including the 13th player selected for State matches) solely in accordance with Article 9 of the MOU;
 - (2) subject to Rule 13.4, to pay for trophies and prizes with a value exceeding USD750 (including FBT) and to pay (or reimburse) any fringe benefits tax paid by the State Association on any trophy or prize (irrespective of value); and
 - (3) to pay other incidental costs approved by CA and ACA from time to time.
- (B) No part of the contingency sum may be used to pay incentives or bonuses for winning matches or for particular performances, or to make extra payments to players who are parties to State Player Contracts or who play for a State Team other than in accordance with these Rules.
- (C) Subject to subparagraphs (D) and (E) below, if the State Association suspends a player's retainer under the MOU (except pursuant to Article 14 of the MOU, which shall be dealt with in accordance with

Article 14.2), the amount deducted from that player's retainer as a result of such suspension will be regarded as part of the contingency sum and will be distributed in accordance with subparagraph (E) below.

(D) Notwithstanding subparagraph (C) above, the players of the State Association that has reduced a player's retainer under the MOU (except pursuant to Article 14) may be permitted, with the prior written consent of that State Association, to apply such monies deducted from the player's retainer to such other cause as they direct (and as agreed by the State Association), provided, however, that the suspended player shall not benefit, directly or indirectly, in any manner from such direction of the players.

(E) In June of the relevant Contract Year from the 2018/19 Contract year onwards, the State Association will deal with the part of the State PPP that has not been used by the State Association in accordance with relevant provisions of Article 5 of the MOU.

(vii) **Adjustment Payment**

Following the annual audit by CA's auditors of CA and State Association accounts pursuant to Article 5 of the MOU, CA will allocate any shortfall (or excess) in player payments to the PPP Adjustment Ledger in the manner prescribed under the MOU.

(b) Without limiting Articles 5.4(a) to (f) of the MOU:

(i) **Injury Payments**

Injury Payments pursuant to and in accordance with the MOU will be paid out of the Player Payments Pool and will not be treated as forming part of the State PPP.

(ii) **Medical Expenses**

Any medical expenses reimbursed to or paid on behalf of a player by a State Association will not be treated as forming part of the State PPP and will be funded separately by the Player Payment Pool and CA/State Associations in accordance with Article 23.4 of the MOU.

(iii) **Payments of health insurance premiums**

Any payments of health insurance premiums for Rookie players or other players earning a retainer under a threshold as agreed from time to time by CA and the ACA and any associated Fringe Benefits Tax will be paid out of the Player Payments Pool and will not be treated as forming part of the State PPP.

12.3 Remuneration to State Players

(a) In respect of each Contract Year, each State Association must pay players pursuant to retainers listed in State and Rookie Player Contracts, an amount that is:

- (i) no more than the State Salary Cap; and
- (ii) no less than the applicable Minimum Spend Amount.

(b) For the purpose of ensuring compliance with these Rules, each State Association must lodge with CA:

- (i) true, accurate and complete copies of all State Player Contracts and Rookie Contracts (in accordance with Rule 4);

- (ii) a true, accurate and complete report (in a format nominated by CA) setting out full details of any payments promised, given, applied or paid by a State Association or an Associate of a State Association in respect of a player or a Player Associate pursuant to any amendment or variation to any State Player Contract or Rookie Contract described in Rule 4 within seven (7) days of such amendment or variation being entered into or agreed; and
 - (iii) not later than 30 June in each Contract Year, a true, accurate and complete report (in a format nominated by CA) setting out full details of the Cricket Payments earned by players who have played for that State Association's Teams (including CA players who have that State Association nominated in their CA Player Contracts as their home State Association) and full details of the Cricket Payments actually paid by the State Association to those players.
- (c) A State Association must not, in any Contract Year, give or provide to or apply for the benefit of, or offer to give or provide to or apply for the benefit of, any player or any Player Associate (whether pursuant to a State Player Contract, a Rookie Contract or a CA Contract in which that State Association is nominated as the player's home State Association) any State Player Payments or cause or offer to cause any State Player Payments to be so given, provided or applied if the State Player Payments amount would exceed the State Salary Cap for that Contract Year.
- (d) If the amount of a State Association's State Player Payments amount exceeds the State Salary Cap, that State Association shall be in breach of its obligations under these Rules and may be subject to the penalties for non-compliance set out in rule 18 (Breach of the Rules).

13 Payments Outside of State Salary Cap and State Player Payments

- (a) Items set out in this rule 13:
 - (i) are excluded from the State Salary Cap;
 - (ii) will not be taken into account when calculating the State Salary Cap of a State Association; and
 - (iii) are not regarded as State Player Payments for the purposes of these Rules.
- (b) CA must be satisfied that any payments made in accordance with this rule 13 are bona fide.
- (c) The State Association will bear the burden of providing to CA that:
 - (i) the payment made under this rule 13 is bona fide, reasonable and meets the requirements of this rule 13; and
 - (ii) any payment made under this rule 13 has not been provided for the purpose of securing a player's agreement to a State Player Contract or for the purpose of increasing the remuneration payable to a player for the performance of services as a professional cricketer under the player's State Player Contract.
- (d) If CA is not satisfied that a payment falls within this rule 13, the payment shall be included within the State Salary Cap of that State Association.

13.1 Expense Allowance

CA will determine and specify, the “nights away” expense allowance that will be payable to players in respect of each Contract Year and each State Association will pay the same “nights away” expense allowance to eligible players.

- (a) For the 2019/2020 Cricket Season the nights away expense allowance will be \$75 per night.
- (b) CA and the ACA agree to meet prior to the start of the 2020/2021 season in good faith to discuss the appropriateness of the nights away expense allowance for the 2020/2021 season.

13.2 Travel and Accommodation

Unless otherwise, each State Association must make its own travel and accommodation arrangements for its players and staff at its cost. Players will travel in economy class. Air travel must be booked through CA’s official travel supplier, currently Qantas.

13.3 Payroll Tax

Any payroll or similar tax incurred by a State Association is payable by that State Association.

13.4 Trophies and Prizes

- (a) Subject to paragraph (b) below, all trophies, shields, photographs or mementos where their value does not exceed USD750 (including FBT), and the value of any prize provided by a State Association for its Player of the Year award (including the value of FBT).
- (b) Any proposed trophies, shields, photographs, prizes or mementos (including the value of FBT) that exceeds USD750 (including FBT) must first be approved by CA (acting in its absolute discretion) prior to being provided to a player.

13.5 Testimonials

Payments received by a player from testimonial matches or functions with the prior written approval by CA (other than gratuitous payments from a State Association).

13.6 Medical Expenses

Any medical expenses reimbursed to or paid on behalf of a player by a State Association and not deducted from the Player Payments Pool in accordance with Articles 5 and 23 of the MOU.

13.7 Appearance Fees

Any fees paid to or at the direction of players by State Associations for licensing, promotional or merchandising activities (including those relevant to the State Association’s website) and signing sessions beyond the relevant player’s obligations under a CA Marketing Contract or Player Contract.

13.8 Australian Cricketers’ Retirement Account

Any payments of ACRA benefits to players by the ACA out of the ACRA, but not including any amounts set aside for the ACRA within the State Salary Cap in any Contract Year.

13.9 Relocation Expenses

Any Relocation Expenses paid on behalf of, or reimbursed to, a player by a State Association to assist players in their relocation to a new State or to Australia (in respect of which, see further details in rule 14).

14 Relocation Expenses

- (a) Any Relocation Expenses paid on behalf of, or reimbursed to, a player by a State Association must be reasonable in the circumstances and must not be intended to increase the remuneration payable to a player for the performance of services as a professional cricketer under the player's player contract.
- (b) As a minimum, a State Association must pay for, or reimburse to, a player relocating to a new State or to Australia expenses in relation to return airfares for a player from their home city.
- (c) In addition, where an agreement is reached between the player and State Association, reasonable Relocation Expenses may also include expenses in relation to:
 - (i) return airfares for a player's partner and any dependant children (under the age of 18) from their home city;
 - (ii) the reasonable costs of relocating a player's belongings from the player's home city;
 - (iii) the use of a vehicle by a player for the period of the Season;
 - (iv) in the case of an Overseas Player only, visa and health insurance costs;
 - (v) in the case of Overseas Players and interstate players who have relocated to play with the State Association, an allowance of up to \$250 per week to contribute towards reasonable living costs such as food, laundry and incidentals; and
 - (vi) the provision of accommodation for the period of the Season.
- (d) By 30 June of each Contract Year, State Associations must provide to CA sufficient evidence to CA (in the form reasonably notified by CA from time to time) in relation to any Relocation Expenses paid on behalf of, or reimbursed to, a player to demonstrate that those Relocation Expenses were in fact incurred by or on behalf of the player, including (where appropriate) the following evidence:
 - (i) copies of tickets;
 - (ii) invoices; and
 - (iii) receipts.
- (e) In the event that the State Association fails to provide satisfactory explanations to CA in relation to any Relocation Expenses paid on behalf of, or reimbursed to, a player, CA may deem any such payments to form part of the remuneration paid to a player for the performance of services as a professional cricketer under the player's player contract, and will, therefore, be taken into account within the applicable State Salary Cap of that State Association.

15 Additional Services Agreements

15.1 Notification of ASAs

- (a) Subject to rule 15.1(c), a State Association must not, at any time prior to a player having signed a State Playing Contract with the Player's State Association:
 - (i) negotiate, foreshadow, suggest, promise, offer, make and/or enter into, (collectively referred to as "**Deal With**" for the purposes of this rule 15.1) an Agreement:

- (ii) to promise or make a payment to a Player or to any Player Associate;
- (iii) to promise, give or provide any consideration, advantage or benefit to a Player or any Player Associate; or
- (iv) to apply any payment, consideration, advantage or other benefit for a Player or any Player Associate,

for any reason. This rule 15.1(a) does not apply to a Player's:

- (v) retainer amount/s payable for the term of his/her State Player Contract;
- (vi) if applicable, any Relocation Expenses payable to the player in accordance with rule 14; or
- (vii) CA Marketing Contract or CA facilitated marketing agreement/s entered into a Player from time to time.

(b) Subject to rule 15.1(a) and compliance with all other relevant provisions of these Rules, a State Association may Deal With an Agreement:

- (i) to promise or make a payment to a Player or to any Player Associate;
- (ii) to promise, give or provide any consideration, advantage or benefit to a Player or any Player Associate; or
- (iii) to apply any payment, consideration, advantage or other benefit for a Player or any Player Associate,

in consideration of the Player providing or supplying Additional Services to a State Association or to a State Association Associate (“**ASA**”).

(c) A State Association may apply to CA for prior written approval to Deal With a Player regarding a potential or planned ASA prior to the player signing his/her State Player Contract, in response to which CA may:

- (i) approve a request made in accordance with this rule 15.1(c) above (subject to any conditions as CA determines appropriate in the circumstances), in which case the State Association may proceed with Dealing With the Player (subject to any conditions imposed by CA) regarding the ASA, and subsequently enter into an ASA and State Player Contract with that Player; or
- (ii) not approve a request made in accordance with this rule 15.1(c) above, in which case the State Association must not Deal With the player regarding the planned or proposed ASA prior to that Player signing his/her State Player Contract.

(d) Upon entering into an ASA with a Player, the State Association must submit to CA, within 2 Business Days, the ASA Summary Template setting out full and detailed particulars of the ASA and annexing any documents which record, evidence or give effect to the ASA, including:

- (i) details on any payment, consideration, advantage or benefit to be provided to a Player or Player Associate under the ASA ("**ASA Payments**");
 - (ii) a detailed business justification statement for the ASA; and
 - (iii) a position description relating to the ASA (if applicable).
- (e) Where any ASA made or entered into prior to the date of adoption of these Rules is still operative on the date of adoption of these Rules ("**Continuing ASA**"), the State Association must provide to CA within 2 Business Days (or such other period specified by CA) the information described in rule (d) above in relation to the Continuing ASA (using the ASA Summary Template).

15.2 Assessment Criteria

- (a) CA must be satisfied that an ASA represents a bona fide commercially based arrangement.
- (b) The State Association bears the onus of proving to CA that:
 - (i) the ASA is a bona fide, reasonable and appropriate commercial agreement;
 - (ii) any ASA Payments have not been provided for the purpose of securing a player's agreement to a player contract or for the purpose of increasing the remuneration payable to a player for the performance of services as a professional cricketer under the player's player contract; and
 - (iii) the player or Player Associate is being paid a fair market rate for the Additional Services to be provided.

15.3 Assessment

- (a) CA will advise a State Association in relation to its assessment of an ASA within 5 Business Days of being notified of that ASA in accordance with rule 15.1 (Notification of ASAs).
- (b) If CA is satisfied that an ASA meets the criteria described in rule 15.2 (Assessment Criteria), the ASA Payments payable under that ASA shall be treated as being separate from the remuneration payable to a player for the performance of services as a professional cricketer under the player's player contract, and shall not be taken into account in calculating the State Salary Cap Payments.
- (c) If CA is not satisfied that an ASA meets the criteria described in rule 15.2 (Assessment Criteria), the State Association will be given an opportunity to rectify the ASA, however, if the State Association is unable to do so, the ASA Payments payable under that ASA shall be treated (for the purposes of these Rules, but not for the purposes of calculating the adjustment ledger pursuant to the MOU) as forming part of the remuneration payable to a player for the performance of services as a professional cricketer under the player's player contract, and shall, therefore, be included in the State Player Payments of that State Association.
- (d) If written notification of an ASA is not given to CA in accordance with rule 15.1 (Notification of ASAs), then CA shall:
 - (i) penalise the State Association for non-compliance in accordance with Rule 18.3 (CA's Head of Integrity discretion); or
 - (ii) deem any ASA Payments payable under that ASA be included in the State Player Payments of that State Association (for the purposes of these Rules, but not for the purposes of calculating the adjustment ledger pursuant to

the MOU) irrespective of whether or not the State Association knew of the ASA at the time that notification was required to be given.

- (e) There shall be no limit on the total value of the ASAs that may be entered into between a State Association or State Association Associate and a player or Player Associate, although each ASA must satisfy the criteria set out in rule 15.2 (Assessment Criteria).

15.4 End of Season Review

- (a) By 30 June of each Contract Year, each State Association must:
 - (i) undertake a detailed reconciliation of any ASAs submitted to CA in accordance with rule 15.1 (Notification of ASAs);
 - (ii) demonstrate to CA's reasonable satisfaction that a player or Player Associate has delivered the Additional Services that were required to be delivered under an ASA; and
 - (iii) confirm the value of the ASA Payments made to the player or Player Associate in respect of the delivery of those Additional Services.
- (b) In demonstrating that a player or Player Associate has delivered the Additional Services that were required to be delivered under an ASA, a State Association should provide sufficient evidence to CA to enable it to make a determination, including (where appropriate) the following evidence:
 - (i) press or other media articles;
 - (ii) photographs;
 - (iii) video footage;
 - (iv) letters of appreciation; and
 - (v) letters confirming the delivery of Additional Services.
- (c) If there:
 - (i) is any material discrepancy between the Additional Services that were required to be delivered under the terms of an ASA and the Additional Services that were actually delivered by a player or Player Associate; and
 - (ii) has not been an appropriate reduction in the value of the ASA Payments provided to that player or Player Associate,then the ASA shall be deemed to have failed to satisfy the criteria set out in rule 15.2 (Assessment Criteria).
- (d) If, in accordance with paragraph (c) above, an ASA is deemed to have failed to satisfy the criteria set out in rule 15.2 (Assessment Criteria), the State Association will be given an opportunity to rectify the ASA by ensuring that the value of the ASA Payments paid to the player or Player Associate are reasonable in the context of the Additional Services actually delivered under the ASA.
- (e) If the State Association is unable to satisfy paragraph (e) above, CA (in its absolute discretion) may apply any portion of the surplus ASA Payments as remuneration paid to a player for the performance of services as a professional cricketer under the player's Player Contract and will be included as State Player Payments of that State Association (for the purposes of these Rules, but not for the purposes of calculating the adjustment ledger pursuant to the MOU).

16 Other Payments by Third Parties

- (a) Subject to rule 13 (Payments Outside State Salary Cap and State Player Payments), any payments made to players or Player Associates by any third parties (including State Association Associates) including, without limitation, by sponsors, supporters, member clubs, of any State Association, associates of those clubs or player affiliates) that represent a sign-on fee, a bonus, an incentive payment or an inducement to the player to play for a particular State Team are prohibited.
- (b) Payments to players or Player Associates by clubs that compete in a competition conducted by a State Association that operates a State Team will not be taken into account in calculating the State Player Payments of that State Association, provided those payments are in no way contributed to, funded by, or organised by that State Association. This rule does not preclude distribution in the normal course of business by a State Association to its members or clubs that participate in its competitions.

17 Investigations

17.1 Investigations Manager

- (a) CA may from time to time appoint an Investigations Manager who may exercise any of the powers conferred on him/her under these Rules.
- (b) Upon request, a State Association must provide the Investigations Manager with free access to and copies of such books, documents or other papers in the possession of or under the control of the State Association or of any State Association Associate as the Investigations Manager believes may be relevant to his/her enquiries.
- (c) Upon request, and within the time specified by the Investigations Manager, a State Association shall provide to the Investigations Manager such information or details concerning or relating to any payments promised, given or provided to, or applied for the benefit of a player or a Player Associate, by the State Association or a State Association Associate.
- (d) Each State Association shall immediately upon request by the Investigations Manager procure and ensure the attendance before the Investigations Manager of a State Association representative, or any State Association Associate, and the State Association shall ensure that any such person:
 - (i) fully co-operates with the Investigations Manager;
 - (ii) fully and truthfully answers any questions asked by the Investigations Manager; and
 - (iii) provides any document in his, her or its possession or control as requested by the Investigations Manager.
- (e) Where a State Association representative or any State Association Associate fails to attend before the Investigations Manager or otherwise fails to fully co-operate with the Investigations Manager, the State Association shall be liable to a penalty for non-compliance.
- (f) The Investigations Manager may seek an explanation from a State Association as to the nature of any payment made to a player or a Player Associate by or on behalf of a State Association or State Association Associate. If the State Association fails to explain the payment to the satisfaction of the Investigations Manager he/she may deem such payment to form part of the remuneration paid to a Player for the performance of services as a professional cricketer under the player's player

contract, and will be included in the State Player Payments amount of that State Association (for the purposes of these Rules, but not for the purposes of calculating the adjustment ledger pursuant to the MOU).

- (g) The Investigations Manager must report directly to CA and will not at any time divulge any information obtained by him/her in the course of his/her duties other than to CA, save where compelled to do so by order of a court or tribunal of competent jurisdiction.

17.2 Player Participation in Investigations

Players must comply with the applicable rules of their Player Contracts concerning investigations.

18 Breach of the Rules

18.1 General

- (a) State Associations must comply with these Rules. A breach of these Rules will be viewed very seriously by CA and will be heavily penalised in accordance with this rule 18.
- (b) Reports of alleged breaches of these Rules by a State Association must be made in writing to the Head of Integrity with a copy addressed to CA's General Counsel and Company Secretary.
- (c) Upon receipt of a report (**Report**), the Head of Integrity and Investigation Manager (if appointed by the Head of Integrity) may commission an investigation to determine whether there is any evidence to support the allegations made in the Report.
- (d) The Head of Integrity, in his/her absolute discretion, may commission an investigation to determine whether there has been a breach of these Rules by a State Association.
- (e) State Associations must fully co-operate with any investigation carried out by CA, including by attending any hearings, by honestly answering all questions put to them in connection with such investigations and by providing any books, documents or other papers reasonably requested by CA.

18.2 Referral to the CA Code of Conduct Commission

- (a) If the Head of Integrity determines that there is evidence of a breach of:
 - (i) Rule 1 (Player Eligibility);
 - (ii) Rule 4.1 (Contracting Embargo Period);
 - (iii) Rule 10 (Injury and Insurance);
 - (iv) Rule 11.3(a) (State Salary Cap);
 - (v) Rule 11.3(c) (State Salary Cap);
 - (vi) Rule 12.3(d) (State Salary Cap);
 - (vii) Rule 11.2(a)(iv) (Superannuation);
 - (viii) Rule 11.2(a)(v) (Salary Packaging);
 - (ix) Rule 12.8 (Australian Cricketers' Retirement Account);
 - (x) Rules 15.3 (e) (Assessment);
 - (xi) Rule 15.4(e) (End of Season Review);

- (xii) Rule 15 (Other Payments by Third Parties); or
- (xiii) Rule 17.1(d) (Investigations),

of these Rules, the Head of Integrity will refer the Report to the CA Code of Conduct Commission.

- (b) When a Report is referred to the CA Code of Conduct Commission, CA will arrange for the matter to be heard as soon as possible by a CA appointed Commissioner. The hearing may be attended by the State Association concerned, a representative of the reporting party and any Player or Players relevant to the subject matter of the Report. In setting a procedure for the conduct of the hearing, the CA Code of Conduct Commission will have regard to the process followed in respect of reports under the CA Code of Conduct.
- (c) If the CA Code of Conduct Commission finds a State Association guilty of a breach of these Rules, the Commissioner, prior to determining the penalty to apply, will refer to the Rules Register to ascertain any previous breach of the Rules by the State Association. The decision of the CA Code of Conduct Commission will be final and binding on the State Association and CA.
- (d) Any breach of a rule referred to in rule 18.2(a) of these Rules will render a State Association liable to any one or more of the following penalties:
 - (i) the issue of a warning or an official reprimand;
 - (ii) the imposition of a fine;
 - (iii) the imposition of a wholly or partially suspended fine on such conditions and for such period of operation as the Commissioner, in the Commissioner's absolute discretion, considers appropriate;
 - (iv) the deduction of competition points (including competition points that are yet to be earned), either for the season in which the breach was found to have occurred or for a subsequent season or seasons;
 - (v) the whole or partial suspension or the deduction of competition points (including competition points that are yet to be earned), either for the season in which the breach was found to have occurred or for a subsequent season or seasons;
 - (vi) the exclusion of a State Association from participation in any match in one or more of the Interstate Competitions either for the Season in which the breach was found to have occurred or for a subsequent season or seasons;
 - (vii) the relegation of a State Association in the ladder of an Interstate Competition;
 - (viii) the stripping of any title or honour conferred on a State Association in respect of its participation in Interstate Competitions;
 - (ix) the deduction of any prize money awarded to a State Association in respect of its participation in an Interstate Competition from any amounts payable to a State Association by CA;
 - (x) the refusal to register, or the suspension or cancellation of the registration of a State Association's player; and/or
 - (xi) the imposition of any other sanctions or conditions that the Commissioner, in the player's absolute discretion, considers appropriate.

- (e) The minimum penalty for a breach of these Rules in respect of rules 4.1 (BBL Contracting Embargo Period), 11.3(a), (c) and (d) (State Salary Cap), 15 (ASA breaches) and 16(a) (Other Payments by Third Parties) will be a fine of \$150,000.
- (f) Any fine imposed on a State Association must be paid to CA within seven (7) days of the decision of the CA Code of Conduct Commissioner.

18.3 Head of Integrity Discretion

- (a) If the Head of Integrity determines that a breach of these Rules (other than a breach of a rule referred to in rule 18.2(a) above) has occurred, the Head of Integrity may impose any one or more of the following penalties:
 - (i) a warning or an official reprimand;
 - (ii) a fine not exceeding \$50,000;
 - (iii) a wholly or partially suspended fine not exceeding \$50,000 on such conditions and for such period of operation the Head of Integrity (in their absolute discretion) considers appropriate;
 - (iv) the deduction of competition points (including competition points that are yet to be earned), either for the Season in which the breach was found to have occurred or for a subsequent season or seasons;
 - (v) the whole or partial suspension of the deduction of competition points (including competition points that are yet to be earned), either for the season in which the breach was found to have occurred or for a subsequent season or seasons;
 - (vi) the exclusion of a State Association from participation in any match in one or more of the Interstate Competitions either for the Season in which the breach was found to have occurred or for a subsequent season or seasons;
 - (vii) the relegation of a State Association in the ladder of an Interstate Competition;
 - (viii) the stripping of any title or honour conferred on a State Association in respect of its participation in Interstate Competitions;
 - (ix) the deduction of any prize money awarded to a State Association in respect of its participation in an Interstate Competition from any amounts payable to a State Association by CA;
 - (x) the refusal to register, or the suspension or cancellation of the registration of a State Association Player; and/or
 - (xi) the imposition of any other sanctions or conditions that her/she, in the player's absolute discretion, considers appropriate.
- (b) Any fine imposed on a State Association must be paid to CA within seven (7) days of the decision of the Head of Integrity.
- (c) Where the Head of Integrity has the power under rule 18.3(a) to determine whether a breach of these Rules has occurred (and any applicable sanction), the Head of Integrity may in his/her absolute discretion elect to instead refer the determination of whether a breach has occurred (and any applicable sanction) to the CA Code of Conduct Commission. If the Head of Integrity elects to make such a reference to the CA Code of Conduct Commission, the CA Code of Conduct Commission shall deal with the matter in accordance with rule 18.2 (b), (c), (d) and (f) above (however the CA Code of Conduct Commission may only impose a fine up to the maximum set out in 18.3(a)(ii)).

19 Definitions and Interpretation

19.1 Interpretation

- (a) Unless the contrary intention is shown, words used in these Rules have the same meaning as ascribed to them in the MOU.
- (b) A reference in these Rules to a particular time is a reference to the time in Melbourne.
- (c) If a date referred to in these Rules falls on a weekend or a public holiday, the relevant event shall be required to occur on the next Business Day.

19.2 Definitions

“Additional Services” means, in respect of a player, any payment, consideration, advantage or other benefit directly or indirectly given or provided to, or applied for the benefit of, the player or any Player Associate in consideration of the provision by a player of bona fide full-time, part-time, casual or short-term:

- (a) employment;
- (b) marketing services; or
- (c) other services or rights (including the provision of coaching services),
- (d) other than any employment or services for which payments are received under a State Player Contract, a State Match Contract (including a CA XI team), a Rookie Contract or a CA Player Contract.

“Agreement” means any contract, agreement, arrangement or understanding, whether formal or informal, whether or not having any legal force or effect and whether by way of variation of an existing arrangement or otherwise.

“Approved Australian Resident” means a player whom:

- (a) is an Australian permanent resident (or has been granted Australian permanent residency subject to satisfying health and medical criteria); or
- (b) is an Australian citizen; and
- (c) is deemed to qualify because CA and the ACA are satisfied they are dedicated to becoming eligible to represent Australia under ICC Player Eligibility Regulations, National Qualification Criteria and will not seek or agree to represent any other ICC Full Member.

“ASA” has the meaning given in Rule 15.1.

“ASA Payments” means any payment, consideration, advantage or other benefit provided to a Player or Player Associate under an ASA.

“ASA Summary Template” means the document included at Annexure 5 to these Rules.

“Cricket Payments” means, in respect of a player, any payment, consideration, advantage or other benefit directly or indirectly given or provided to, or applied for the benefit of, the player or any Player Associate pursuant to a State Player Contract, State Match Contract or Rookie Contract and which relates in any way to, or which is connected with, the player’s past, present or future services with a State Association as a cricketer, or any agreement, arrangement or understanding for the player to join that State Association or refrain from joining another State Association or a club that competes in a competition conducted by another State Association, excluding any payment, consideration, advantage or other benefit obtained by the player or Player Associate in connection with the provision of

Additional Services and amounts payable by a State Association pursuant to a player contract.

“Compliance Audit” means an audit conducted for and on behalf of CA of a State Association in accordance with these Rules.

“Contract Year” means the period from 1 July in any year to 30 June in the following year.

“Head of Integrity” means the person appointed by CA to that position or equivalent from time to time, including any person acting in such role.

“ICC” means International Cricket Council.

“ICC Player Eligibility Regulations, National Qualification Criteria” means the regulations approved and published by the ICC creating the criteria relating to a player’s eligibility to represent a National Cricket Federation in International Matches and ICC Events, as they exist from time to time.

“International Match” has the meaning in the ICC Player Eligibility Regulations (updated by the ICC from time to time).

“Interstate Competition” means:

- (a) a match played as part of the Sheffield Shield competition;
- (b) a match played as part of the male/female interstate one day competition;
- (c) a match against an international touring team; and
- (d) a second XI match.

“Investigations Manager” means the person appointed by CA to that position from time to time under Rule 17.1.

“Minimum Spend Amount” means 95% of the State Salary Cap, or such other minimum percentage amount that CA mandates State Association must spend from the State Salary Cap on State and Rookie Player Contract retainers for the relevant Contract Year.

“National Cricket Federation” means a national or regional entity which is a member of or is recognised by the ICC as the entity governing the sport of cricket in a country (or collective group of countries associated for cricket purposes).

“Overseas Player” means a person:

- (a) who is not eligible to represent Australia under the ICC Player Eligibility Regulations, National Qualification Criteria, unless the person is deemed to be an Approved Australian Resident; or
- (b) who has participated in an International Match for any other ICC Full Member during the immediate preceding 3 years, unless the person is deemed to be an Approved Australian Resident; or
- (c) who is the subject of a current Overseas Player Registration Request in accordance with Rule 2.2.

“Overseas Player Registration Request” means the form included at Annexure 1 as updated by CA from time to time.

“Parental Leave” has the meaning given in the Parental Leave Policy.

“Parental Leave Policy” means the Player Parental Leave And Return to Work Policy pursuant to MOU Article 2 as set out in Schedule L of the MOU.

“Player Associate” includes any of the following:-

- (a) any relative of a player;

- (b) the spouse or partner (legal or defacto) of a player or any of the player's relatives;
- (c) a corporation where:-
 - (i) the player or a person referred to in sub-paragraph (a) or (b) has, or two or more such persons together have, a direct or indirect beneficial interest in shares in the corporation, or an entitlement thereto, where the nominal value of those shares is not less than 10% of the nominal value of all issued shares of the corporation falling within the same class;
 - (ii) the corporation is, or the directors are, accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the player, or of another person or corporation who or which is an associate of the player by virtue of another sub-paragraph of this definition; or
 - (iii) the player is, or a person or persons who are associates of the player by virtue of another sub-paragraph of this definition is or are, in a position to cast or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the corporation.
- (d) a body corporate which is related to a corporation referred to in sub-paragraph (c) above within the meaning of s.50 of the Corporations Act (2001) (C'th).
- (e) a director, secretary, or officer of a corporation referred to in sub-paragraph (c) or (d) above.
- (f) a partner of the player of any partnership which the player or any person referred to in sub-paragraphs (a), (b), (c) or (d) above is a member.
- (g) a trustee of a trust estate where the player, or another person who is an associate of the player by virtue of another sub-paragraph of this definition, benefits or is capable (whether by the exercise of a power of appointment or otherwise) of benefiting under the trust, either directly or through any interposed companies, partnerships or trusts.
- (h) any person who is or was acting, or who proposes to act, on behalf of or in concert with the player.

"Player Transfer Request Form" means the form included at Annexure 4 as updated by CA from time to time.

"Relocation Expenses" means the reasonable (as determined by CA in its absolute discretion) costs or expenses paid by any State Association to assist players in their relocation to a new State or to Australia.

"Round 1 Contracting Date" has the meaning given in clause 4.3(c).

"Rules" means these State Player Contracting & Remuneration Rules, any Annexure to the State Player Contracting & Remuneration Rules and any other competition specific rules in force from time to time including but not limited to Replacement Player Rules for the JLT One Day Cup.

"State Association" has the meaning given to it in the MOU.

"State Association Associate" includes any of the following:

- (a) a director, secretary, officer, sponsor or member of the State Association;
- (b) member clubs of any State Association;

- (c) a body corporate which is related to the State Association within the meaning of s. 50 of the Corporations Act (2001) (C'th), and any director, secretary or other officer of a related body corporate;
- (d) a partner of the State Association or a partnership in which the State Association is a member;
- (e) a trustee of a trust estate where the State Association, or another person who is an associate of the State Association by virtue of another sub-paragraph of this definition, benefits or is capable (whether by the exercise of a power of appointment or otherwise) of benefiting under the trust, either directly or through any interposed companies, partnerships or trusts;
- (f) a corporation:-
 - (i) in which the State Association, or a person who is an associate of the State Association by virtue of another sub-paragraph of this definition, has a direct or indirect beneficial interest in shares in the corporation, or an entitlement thereto, where the nominal value of those shares is not less than 10% of the nominal value of all issued shares of the corporation falling within the same class;
 - (ii) where the corporation is, or its directors are, accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the State Association or of another person who is an associate of the State Association by virtue of another sub-paragraph of this definition; or
 - (iii) the State Association is, or persons who are associates of the State Association by virtue of another sub-paragraph of this definition are, in a position to cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the corporation.
- (g) any person who is or was acting, or who proposes to act, on behalf of or in concert with the State Association.

“State Contracting Embargo Period” means:

- (a) for the WNCL, any period advised to be the “State Contracting Embargo Period” by CA from time to time; and
- (b) for all other competitions, the period commencing from the start of the Sheffield Shield Final and ending at 9.00 am on the State Contracting Start Date or as otherwise notified by CA to State Associations.

“State Contracting End Date” means five (5) days after the Round 1 Contracting Date, or such other date notified to State Associations by CA in April (unless earlier) each year and reasonably agreed by the ACA.

“State Contracting Start Date” means such date notified to State Associations by CA in April (unless earlier) each year and reasonably agreed by the ACA.

“State Player Payments” means any remuneration paid, or deemed by CA to have been paid, by a State Association or State Association Associate to its players in respect of any Season for the performance of services as professional cricketers under player contracts, which, for the avoidance of any doubt, may include:

- (c) ASA Payments made to players which do not meet the criteria described in rule 15.2;
- (d) Relocation Expenses paid or reimbursed to players which do not meet the requirements of rule 14; and

- (e) any other payments which CA deems should be treated as forming part of the remuneration paid to a player for the performance of services as a professional cricketer under the player's player contract.

"State Salary Cap" has the meaning given to it in the MOU.

"State Team" means any cricket team selected by a State Association to compete in an Interstate Competition.

"Uncontracted Player" means a person who is registered to play cricket in competitions conducted under the auspices of a State Association, but does not include a CA Contracted Player, State Contracted Player or Rookie Contracted Player.

Annexure 1 – Overseas Player Registration Request

OVERSEAS PLAYER REGISTRATION REQUEST

Attention: Cricket Australia Head of Cricket Operations

DATE:

I, (“**Player**”), request to be recognised as an
(Insert Player’s Full Name)
“Overseas Player” for the purposes of the following Cricket Australia Rules and Rules:

- State Player Contracting and Remuneration Rules;
- Rules for W/BBL Competitions; and
- W/BBL Player Contracting and Remuneration Rules.

I require this request to be effective for the following period:

From: 1 July _____

To: 30 June _____

As I intend to be contracted to [INSERT NAME OF STATE ASSOCIATION] (“**State Association**”) as a player, it has countersigned this request.

Signed on behalf of the **PLAYER** in the)
presence of:)

Signature of Player

.....
Witness Print Name

.....
Print Name

Signed on behalf of the **STATE ASSOCIATION**)
by its duly authorised representative in the presence of:)

Signature of Authorised Representative

.....
Witness Print Name

.....
Print Name

Annexure 2a – State CEO Statutory Declaration

Annexure 2b – State GM – High Performance Statutory Declaration

Statutory Declaration by Player

I, _____ of
Player’s Full name

Player’s Residential Address

do solemnly and sincerely declare as follows:

1. I have signed an contract (“**My State Contract**”) with [insert name of State Association] (“**State Association**”) to be a contracted cricketer representing the [insert State Team] for the [insert season/s e.g. 2019/2020] season/s.
2. A true and complete copy of Australian Cricket Player Contract General Conditions – Schedule that forms part of My State Contract is attached to this Statutory Declaration.
3. Neither I, nor to the best of my knowledge any party associated with me, has entered into any agreement, arrangement or understanding with any party for the provision of any payment, benefits or other advantages to me (or any party associated with me) as an incentive for me to enter My State Contract or for the performance of my obligations pursuant to My State Contract, other than:
 - (a) payments specifically prescribed by the terms of My State Contract, the MOU or any CA or W/BBL Contract (including a CA XI team); or
 - (b) an agreement, arrangement or understanding for the bona fide provision of additional services or granting of additional rights (i.e., services or rights not required to be performed or granted by me under My State Contract) in consideration for payments, benefits or other advantages which I believe fairly represent the market value of those additional services or rights.
4. In this Statutory Declaration:
 - (a) “**CA or W/BBL Contract**” means any of the standard form playing or marketing contracts incorporated as part of the MOU or agreed between Cricket Australia and Australian Cricketers’ Association Inc., which are entered with Cricket Australia or the W/BBL Team; and

- (b) **“MOU”** means the agreement dated 1 August 2017 between the ACA (for and on behalf of itself, the Player and other members of the ACA) and CA (for and on behalf of itself and its members, being the six State cricket associations), as amended from time to time in writing and executed by CA and the ACA.

I acknowledge that this declaration is true and correct and I make it in the belief that a person making a false declaration is liable to the penalties of perjury.

Declared at _____ in the State of _____

Suburb/Town

this _____ day of _____

Month

Year

Player's Signature

Before me: _____

Print Name: _____

Qualification: _____

DATE: _____

SIGNED: _____

Note: *This form (and any attachments) must be lodged with Cricket Australia (attention: Head of Cricket Operations) and your current State Association. You may lodge the Form by delivering it personally or sending it by post or email.*

Your current State Association is required to notify you in writing of its decision in relation to your Transfer Application within seven (7) days of receiving this Form. If your current State Association refuses your Transfer Application, you may appeal that decision by lodging it in the prescribed form within seven (7) days of receiving notice of that decision.

ADDITIONAL SERVICES AGREEMENT SUMMARY

PLAYER DETAILS	
STATE TEAM	
PLAYER	
SEASON	
PARTIES TO AGREEMENT	
Player or Player Associate	
Relationship to Player	
State Team or State Team Associate	
Relationship to State Team	
TERM OF AGREEMENT	
Commencement Date	
Cessation Date	
SERVICES PROVIDED	
Type of Services Provided	
Detailed Description of Services to be provided by Player or Player Associate	
Business Justification for these Services	
BENEFITS DERIVED	
Total Value of Benefits derived by Player or Player Associate	
Detailed Description of Benefits derived by Player or Player Associate (including breakdown of payments/benefits for each Service provided)	
Justification for the level of Benefits provided to Player or Player Associate	

VERIFICATION

Date on which the State Team will report to CA on the completion of this agreement?

Has a copy of the signed original agreement been submitted with this Summary?

STATE TEAM CONTACT

State Team Employee

Date of Submission