

MEMORANDUM OF UNDERSTANDING

BETWEEN

AUSTRALIAN CRICKET BOARD

AND

AUSTRALIAN CRICKETERS' ASSOCIATION

ARTICLE 1 – DEFINITIONS AND INTERPRETATION

1.1 Definitions

“ACA Event” means each of the following, as added to or varied by agreement between the ACB and the ACA:

- (a) Corporate Golf Days;
- (b) Corporate Functions; and
- (c) Corporate Cricket Matches.

“ACA Objects” means the objects for which the ACA was established, namely:

- (a) for the purpose of promoting the sport of cricket;
- (b) to improve the terms and conditions of the employment of its members as cricketers;
- (c) to represent its members in negotiating potential sponsorship and merchandising arrangements;
- (d) to act as the collective voice of its members to the Australian Cricket Board on any issue affecting the interests of its members;
- (e) to provide assistance to a member or the member’s immediate family where needed; and
- (f) to do such other acts, matters and things as may be incidental to or necessary for the purposes of attaining any one or more, or all of the above objects.

“ACB Major Sponsor” means:

- (a) for the purpose of the State Player Contract, the State Match Contract and the Rookie Contract, the two (2) organisations listed as ACB Major Sponsors in those Contracts; and
- (b) for the purpose of this Agreement generally (including but not limited to the ACB Player Contract and the ACB Match/Tour Contract), the eight (8) organisations listed as ACB Major Sponsors in the ACB Player Contract and the ACB Match/Tour Contract.

“ACB Player Allocation” means the amount referred to in Article 5.2(a)(i).

“ACR” means Australian Cricket Revenue calculated in accordance with Article 4.

“ACR Estimate” means the amounts (being either for the Term or a Contract Year) as referred to in Articles 5.1(a) and (b).

“Adjustment Ledger” means the ledger that records the matters referred to in Article 5.3(b).

“Adjustment Payment” means payments made in accordance with Article 5.4.

“business day” means a week day on which banks in Melbourne are open for business.

“CDF Beneficiaries” means, in respect of each State Association, the beneficiaries of the Cricket Development Fund as agreed in each Contract Year between the relevant State Association and ACA player representative for that State Association or, in default of agreement, each of the clubs (in equal shares) that field teams in that State Association’s premier grade competition.

“Cricket Development Fund” means the funds maintained by each State Association for the purpose described in Article 12.3.

“Contracts” means the standard form playing contracts as set out in Article 2.1.

“Contract Year” means each period of twelve (12) months during the Term commencing on 1 July in one calendar year and ending on 30 June of the following calendar year. There are four (4) such periods during the Term.

“Force Majeure Event” means anything beyond the reasonable control of the ACB or a State Association including, but not limited to, fire, storm, flood, earthquake, explosion, war, invasion, rebellion or other hostilities, epidemic, regulations or acts of government or government agencies or public authorities, unavailability of transportation or suitable playing grounds or other facilities, strikes or other labour disturbances forcing or requiring the cancellation of fixtures and refusal or failure of the authority controlling cricket in any country to send a touring team from their country to Australia to participate in cricket matches (not counselled, encouraged or incited by the ACB or any State Association to act in that manner).

“Grievance Tribunal” means the tribunal constituted in accordance with Article 9.2(d).

“ICC” means the International Cricket Council.

“Injury Payments” means amounts calculated in accordance with Article 5.2(d).

“ODI” means matches designated as One-Day Internationals by the ICC in which the Australian Cricket Team participates;

“Player Appearance” has the meaning referred to in the relevant Contracts.

“Player Payments Pool” means the aggregate of the State Player Allocation and the ACB Player Allocation determined by reference to Article 5.

“Rules for Interstate Competitions” means the rules referred to in Article 14.

“Selection Panel” means the panel of selectors nominated from time to time by the ACB.

“State Association” means each of the following:

- (a) Cricket New South Wales;
- (b) Queensland Cricket;
- (c) South Australian Cricket Association;
- (d) Tasmanian Cricket Association;
- (e) Victorian Cricket Association; and
- (f) Western Australian Cricket Association.

“State Major Sponsor” means the four (4) organisations listed as such in the Contracts in respect of a particular State Association.

“State Player Allocation” means the amount referred to in Article 5.2(a)(ii).

“State Player Contracting and Remuneration Guidelines” means the document set out in **Schedule H**, as varied from time to time by the ACB.

“Team” means a cricket team selected by the ACB or a State Association.

“Term” and **“Term of this Agreement”** means, subject to earlier termination in accordance with Article 18, the period commencing on 1 July 2001 and ending on 30 June 2005.

“Test Match” means matches designated as such by the ICC in which the Australian Cricket Team participates;

“Transfer Pool” means the pool of uncontracted players wishing to transfer from one State Association to another in accordance with Article 14.

“Tour” means travel interstate or overseas for a designated match or series of matches on behalf of the ACB or a State Association.

ARTICLE 2 –PLAYING CONTRACTS

2.1 Standard Form of Playing Contracts

The following standard form playing contracts between cricket players and the ACB or State Associations are incorporated by reference in, and form part of, this Agreement:

- (a) ACB Player Contract (see **Schedule A**)
- (b) State Player Contract (see **Schedule B**)
- (c) ACB Match/Tour Contract (see **Schedule C**)
- (d) State Match Contract (see **Schedule D**)
- (e) Rookie Contract (see **Schedule E**)

2.2 Variations to Form of Contract

- (a) The parties agree that, subject to paragraph (b) below, the ACB may amend the form of one or more of the Contracts prior to the start of each Contract Year, provided that the ACB first consults with the ACA.
- (b) The ACB may only amend the form of one or more of the Contracts in accordance with paragraph (a) above to take account of or remedy any material oversight or to specifically address any material change in circumstances that may have arisen since the date of this Agreement, provided always that such amendments must not impose unreasonable terms or conditions of employment on players. Any other amendments may only be made by agreement between the ACB and the ACA.
- (c) Any disputes arising in relation to this Article 2.2 will be dealt with in accordance with Article 17 having regard to the spirit and intent of this Agreement.

2.3 Inconsistencies

Unless the contrary intention is shown, should the provisions of any Contract be inconsistent with the terms of this Agreement, the provisions of the Contract will prevail.

2.4 Effect of Termination of Agreement

The termination of this Agreement will not impair, limit or terminate the rights and obligations of the ACB, a State Association or a player under any Contract.

2.5 Option Clauses

- (a) If any option clause contained in an existing player contract is exercised by a State Association, the player will receive no less than the minimum retainer referred to in Article 8.1(a) or the retainer he received in the last year of his existing player contract, whichever is the greater. Nothing in

this paragraph prevents a player from receiving more than the aforementioned minimum retainer if agreed by his State Association.

- (b) None of the Contracts referred to in Article 2.1 shall contain an option clause.

ARTICLE 3 - SCHEDULING

3.1 Domestic Program of Matches

- (a) The ACB has determined a forward program of domestic cricket that applies for the Term (“*the Domestic Program*”). A copy of the Domestic Program is set out in **Schedule F**.
- (b) The ACA and the ACB will have good faith discussions after 25 May 2001 in relation to the players’ possible participation in suitable alternative entertainment for the public in the event that a domestic ODI match finishes within three and a half hours of the scheduled commencement time.
- (c) The ACB will not increase the number of matches played as part of the competitions referred to in the Domestic Program without reaching prior agreement with the ACA in relation to the effect on ACR and player payments under Article 5.2(b).

3.2 Overseas Program of Matches

- (a) The ACA acknowledges that the ICC has determined a forward program of international cricket, which contemplates the ACB sending the Australian Cricket Team overseas to play in certain matches and series (“*the Overseas Program*”). A copy of the Overseas Program (insofar as it applies during the Term) is set out in **Schedule G**.
- (b) The parties acknowledge and agree that the ICC and/or ICC member countries are entitled to vary the Overseas Program during the Term in accordance with their respective powers. The ACB agrees to consult with the ACA in relation to any proposed variations to the Overseas Program.
- (c) The ACA acknowledges that the ACB is required to comply with the Overseas Program (as amended from time to time) by selecting and sending teams to participate in the relevant matches/series.
- (d) The ACB will not agree to increase the number of matches scheduled to be played under the Overseas Program during the Term without reaching prior agreement with the ACA in relation to the effect on ACR and player payments under Article 5.2(b).

3.3 Finalisation of Programs

- (a) The ACB will consult the ACA on an annual basis prior to the ACB finalising arrangements relevant to the Domestic Program and the Overseas Program (including dates, locations, travel and accommodation arrangements). The ACB will provide the ACA with a reasonable opportunity to consider the proposed arrangements prior to adoption.

- (b) The ACB and the State Associations reserve the right to vary, in their absolute discretion, the date and location of matches played as part of the competitions referred to in the Domestic Program provided that the ACB consults the ACA before doing so.
- (c) The ACB reserves the right to agree, in its absolute discretion, to changes in the dates and locations of matches played as part of the competitions referred to in the Overseas Program provided that the ACB consults the ACA before doing so.
- (d) The ACB will ensure that it does not effect or agree to changes in the programs referred to in Articles 3.1 and 3.2 which fetter the players' rights under Article 7.

ARTICLE 4 – CALCULATION OF AUSTRALIAN CRICKET REVENUE

4.1 Relevant Income and Expenses

ACR represents the annual consolidated revenue of the ACB and the State Associations from the cricket-related activities listed in paragraphs (a) – (j) below. Subject to this Article 4, ACR only relates to money actually received or receivable by the ACB or a State Association.

- (a) sale of sponsorship rights, excluding agents' costs;
- (b) sale of media rights including: television, radio, internet, multi-media and other mechanisms designed to utilise digital technology, excluding agents' costs;
- (c) receipt of tour guarantees from international cricket authorities when the Australian Team is on tour in a particular country;
- (d) sale of tickets to cricket matches played in Australia, excluding fees payable to ticket agencies;
- (e) annual membership fees paid by members of State Associations, excluding:
 - (i) any special levies of an extraordinary nature against members; and
 - (ii) the proportion of those fees relating to benefits derived by those members from non-cricket activities conducted at the relevant venue – such proportion to be determined based on actual data or, if not readily identifiable, based on attendances;
- (f) revenue from ACB and State Association merchandising and licensing activities being limited to:
 - (i) eighty percent (80%) of the revenue from the “ACB Program” (as that term is used in **Schedule J**); and
 - (ii) all of the revenue earned by State Associations from the sale of merchandise and licensed products after deducting appropriate selling agents', other than such revenue where one or more players (or their companies) have been paid a fee in recognition of the players' involvement in the merchandising or licensing activity;
- (g) subject to paragraphs (i), (ii) and (iii) below, revenue from the sale of signage and corporate suites at venues:
 - (i) where the ACB or a State Association (as the case requires) does not control the sale of signage and corporate suites at a venue but receives a royalty on such sales, the amount relating to cricket

matches or cricket-related events will be included in Australian Cricket Revenue;

- (ii) where the ACB or a State Association (as the case requires) does control the sale of signage and corporate suites at a venue, the amount relating to cricket matches or cricket-related events will be included in Australian Cricket Revenue less a 20% notional ground management fee on that amount; and
 - (iii) for the purpose of calculating the proportion of that revenue relating to cricket matches or cricket-related events at the venue – such proportion will be determined based on actual data or, if such data is not readily identifiable, based on television ratings (in the case of signage) and attendances at the venue (in the case of corporate suites);
- (h) subject to paragraphs (i), (ii) and (iii) below, revenue from catering income:
- (i) Where the ACB or a State Association (as the case requires) does not control the provision of catering at a venue but receives a royalty on such catering, the amount of revenue from catering that relates to cricket matches or cricket-related events will be included in Australian Cricket Revenue.
 - (ii) Where the ACB or a State Association (as the case requires) does control the provision of catering at a venue, the amount of revenue from catering that relates to cricket matches will be included in Australian Cricket Revenue less a 16% notional royalty on the amount relating to cricket matches or cricket-related events.
 - (iii) For the purpose of calculating the proportion of revenue from catering that relates to cricket matches or cricket-related events at the venue, such proportion will be determined based on actual data or, if such data is not readily identifiable, based on attendances at the venue;
- (i) net income from fund-raising activities, including lunches (other than those dealt with under paragraph (h) above) and entertainment functions, auctions, etc that are related to cricket;
 - (j) interest and investment income, excluding fees and charges, earnings of the Australian Cricketers' Retirement Account, the ACB Player Retirement Benefits Scheme and amounts posted to the Adjustment Ledger under Article 5.3(ii). Profits/losses from disposal of investments shall be included in calculation of ACR. Where movements in the net carrying value of investments are brought to account these should also be included in the calculation of Australian Cricket Revenue in the relevant Contract Year. Where a loss is realised or brought to account, this loss may be offset against other investment income in the relevant Contract

Year. Where investment losses exceed investment revenue, the balance in losses cannot be applied against other categories of income for ACR in the relevant year, but may be carried forward and offset against investment revenue in future years. Categorisation of investments vs. fixed assets is to be based on standard accounting principles and definitions.

4.2 Treatment of Contra

- (a) Subject to this Article, the value of goods and services received by the ACB and State Associations in full or part consideration of the activities listed in paragraphs (a) – (j) of Article 4.1 will only be taken into account for the purpose of calculating Australian Cricket Revenue where the value of goods or services received (as prescribed in the contract) exceeds \$200,000 per annum.
- (b) The following items of contra are to be excluded from the calculation of ACR:
 - (i) the level of contra (measured in flights and upgrades) in respect of international air travel (up to the same level as that provided by Cathay Pacific to the ACB in the current official supplier agreement expiring on 30 June 2001) plus any additional flights provided in relation to wives/partners travel under Article 7.9 ; and
 - (ii) that part of the contra advertising that is included in the free-to-air television contract entered into by the ACB with the Nine Network that is less than or equal to the level of contra advertising which was provided by the Nine Network in the 1996/97 year pursuant to the free-to-air television contract which applied during that period.
- (c) In the event the ACB or one of the State Associations enters into an agreement with a sponsor or supplier during the Term in which the annual contra value of the agreement exceeds \$200,000, the ACB and the ACA will meet to discuss in good faith an appropriate formula to include that part of the contra that exceeds \$200,000 in the calculation of Australian Cricket Revenue.
- (d) The ACB and the State Associations will not, during the Term, amend any existing agreement with sponsors or suppliers so as to convert cash sponsorship to contra sponsorship and thereby diminish the amount of ACR.

4.3 Treatment of GST and Other Taxes

All amounts referred to in Articles 4.1 and 4.2 are expressed on a GST exclusive basis, that is, net of any applicable GST and other taxes or government charges that may be payable (e.g. overseas withholding taxes).

4.4 Other Exclusions from Calculation of ACR

The following categories of income are excluded from the calculation of ACR pursuant to Article 4.1:

- (a) income related to women's cricket where such income is readily identifiable as such – if it is not so identifiable, the women's cricket proportion will be estimated based on the most relevant data available;
- (b) government grants relating strictly to activities such as junior development, ground development, publishing, administration, event promotion, coaching, umpiring and women's cricket (and only to the extent that the grant funds are applied in relation to those activities);
- (c) income from the sale of fixed assets;
- (d) income from insurance claims;
- (e) the value of, and income from, bequests and donations (provided those bequests and donations are made for a specific purpose related to the affairs of Australian cricket);
- (f) the value of discounts received on goods and services purchased;
- (g) income from ACB/ACA joint ventures;
- (h) income from other sources as agreed between the ACB and the ACA; and
- (i) income from the Chairman's XI match at Lilac Hill.

4.5 Accounting for Repayments

Where, in a particular Contract Year, the ACB or a State Association repays any revenue or returns any contra that is otherwise included in the calculation of ACR for that Contract Year by virtue of Articles 4.1 or 4.2, ACR for that Contract Year will be adjusted by deducting the amount of the repayment or the notional amount of the returned contra (as the case requires).

ARTICLE 5 – ALLOCATION OF AUSTRALIAN CRICKET REVENUE

5.1 Player Payments Pool

(a) For the purpose of this Agreement, the parties agree that the ACR Estimate for the Term is \$400 million. The ACA acknowledges the ACR Estimate for each Contract Year is as follows:

- 2001/02 \$85 million
- 2002/03 \$108 million
- 2003/04 \$109 million
- 2004/05 \$98 million

The ACA acknowledges that the ACB has prepared these estimates in good faith based on the information available to it and the State Associations at the time.

(b) Subject to paragraph (c) below, the ACB agrees to allocate 25% of the total ACR Estimate for the Term to the Player Payments Pool on a “smoothed” basis. To achieve this outcome, allocations to the Player Payments Pool will be made as follows:

- 2001/02 \$22 million
- 2002/03 \$24 million
- 2003/04 \$26 million
- 2004/05 \$28 million

(c) The ACB will not be required to make the allocations referred to in paragraph (b) above if:

- (i) a Force Majeure Event occurs during the Term; or
- (ii) an adjustment payment is entitled to be made in accordance with Article 5.3.

5.2 Distributions from Player Payments Pool

(a) In each Contract Year, the money in the Player Payments Pool will be distributed as follows:

- (i) 55% of the money in the Player Payments Pool will be used to remunerate Players who, during that Contract Year, are or have been parties to an ACB Player Contract and/or an ACB Match/Tour Contract (“*ACB Player Allocation*”); and
- (ii) 45% of the Player Payments Pool will be used to remunerate Players who, during that Contract Year, are or have been parties to a State Player Contract, a State Match Contract and/or a Rookie Contract (“*State Player Allocation*”).

The remuneration paid to players will be within the parameters set out in Articles 7 and 8.

- (b) The remuneration paid to or at the direction of eligible players in accordance with this Article 5.2 will take one or more of the following forms (and all such payments will be deemed to have been made from the Player Payments Pool):
 - (i) retainers (including allocations made to the Cricket Development Fund in accordance with Article 12.3);
 - (ii) match fees;
 - (iii) overseas tour fees;
 - (iv) prize money (and other awards and prizes) won or awarded in relation to the domestic program of matches referred to in Article 3.1 (as amended);
 - (v) allocations to the Australian Cricketers' Retirement Account;
 - (vi) injury payments made to players in accordance with clause 9 of the Contracts, up to the limit referred to in paragraph (d) below and subject also to paragraph (e) below;
 - (vii) superannuation and other payments required by statute;
 - (viii) adjustment payments based on actual ACR exceeding Estimated ACR;
 - (ix) other payments or benefits made to or at the direction of players including:
 - (A) ACA Grant - \$250,000;
 - (B) ACA Career and Welfare contribution - \$100,000; and
 - (C) ACA Player Insurance Protection Premiums (amount to be confirmed on a year to year basis); and
 - (x) any Fringe Benefits Tax applicable to the above payments,
but excluding payments referred to in paragraph (c) below.
- (c) The following payments fall outside the scope of the Player Payments Pool:
 - (i) payments made to or at the direction of players by or on behalf of the ACB or a State Association in connection with licensing,

merchandising or promotional activities (including in relation to Player Appearances over and above the number they are required to perform under their Contract);

- (ii) payments to players by or on behalf of the ACB or a State Association where the income from the activity or event is excluded from ACR (e.g. ACB/ACA joint ventures);
 - (iii) payments to players by or on behalf of the ACB or a State Association on account of bona fide employment of such players;
 - (iv) payments to or on behalf of players by or on behalf of the ACB or a State Association in respect of injuries which are over and above the provision for Injury Payments for the ACB and the State Associations in each Contract Year as set out in paragraph (d) below; and
 - (v) payments to players upon retirement in respect to the previous Player Retirement Benefits Scheme and the Australian Cricketers' Retirement Account.
- (d) A provision for injury payments to players will be calculated separately for the ACB Player Allocation and the State Player Allocation. In any given Contract Year, the provision for injury payments to be included in the Player Payments Pool for each of the Allocations will be calculated as one-third of the actual Injury Payments plus (or minus) an allowance for the percentage increase (or decrease) in the total match/tour payments from the previous year to those budgeted in a given Contract Year. For example, if injuries in Year 1 were \$300,000 and the total match/tour payments had increased from \$4 million in Year 1 to \$4.6 million in Year 2 (15% increase) then the injury provision within the Player Payments Pool for Year 2 shall be \$115,000 (i.e. \$100,000 plus 15%).
- (e) Both parties acknowledge that guidelines have been agreed in respect of the availability or otherwise of ACB contracted players for State Association matches. Where a player is declared unavailable for such a match by the ACB's nominated medical practitioner for reasons other than being injured (i.e. rest or rehabilitation), the relevant match fee will be paid by the ACB (not the State Association) and 50% of this fee will be included in the ACB Player Allocation.

5.3 Adjustment Amount

- (a) The ACB agrees to maintain an Adjustment Ledger during the Term.
- (b) The Adjustment Ledger will record the following:
 - (i) any shortfall in the Player Payments Pool that has arisen in any Contract Year due to actual ACR exceeding the ACR Estimate less any excess in the Player Payments Pool that has arisen in any

relevant Contract Year due to the ACR Estimate exceeding actual ACR; and

- (ii) an “interest component” to be recognised on an annual basis according to the balance of the Adjustment Ledger at 15 October 2002, 2003 and 2004. At these times each Contract Year, an interest component to be recognised on an annual basis according to the balance of the Adjustment Ledger at 15 October 2002, 2003 and 2004. This entry will be made on 30 June 2003, 2004 and 2005. The relevant interest rate shall be the average daily 90-day bank bill rate as determined by the Commonwealth Bank of Australia applicable to the Contract Year just completed. The interest component will be added to increase the Adjustment Ledger balance (whether the balance is a shortfall or excess at the time) in recognition of the shortfall (or excess) in actual player payments against those applicable to the original (or revised) ACR Estimates as referred to in Article 5.1(a).
- (c) Where the ACB has reasonable cause to believe prior to the commencement of a relevant Contract Year that the ACR Estimate for that Contract Year will not be achieved, the ACB may, after formally advising the ACA in writing of the reason and likely effect, make revisions to the total remaining Player Payments Pool. The amount of the calculated reduction in the Player Payments Pool must be treated strictly in the following order:
- (i) deduct the amount from any available balance in the Adjustment Ledger (100% of the balance can be offset);
 - (ii) deduct up to \$1 million of the Player Payments Pool for the relevant Contract Year;
 - (iii) deduct up to \$1 million of the Player Payments Pool for each following Contract Year during the Term; and
 - (iv) post any outstanding amount to the Adjustment Ledger where it can then be offset against any subsequent shortfalls recorded in the Adjustment Ledger.
- (d) Where the ACB recognises after the commencement of a relevant Contract Year that the ACR Estimate for that Contract Year will not be achieved, the ACB may revise the total remaining Player Payments Pool in any of the following ways:
- (i) deduct the amount from any available balance in the Adjustment Ledger (100% of the balance can be offset);
 - (ii) deduct up to \$1 million of the Player Payments Pool for each following Contract Year; and

- (iii) any outstanding amount is posted to the Adjustment Ledger where it can then be offset against any subsequent shortfalls arising under Article 5.3(b)(i) in subsequent Contract Years.
- (e) Where the ACB has reasonable cause to believe prior to the commencement of a relevant Contract Year that the ACR Estimate for that Contract Year can be revised upward, the ACB will, after advising the ACA in writing, make revisions to the total Player Payments Pool for the relevant Contract Year up to a limit of \$1 million. Any such revision should be taken into account for the purposes of posting amounts to the Adjustment Ledger.

5.4 Adjustment Ledger Balance

- (a) Where the balance of the Adjustment Ledger at the end of the Term is a net shortfall in payments made to players during the Term (including any adjustments relevant to the 2004/05 Contract Year), the balance of the Adjustment Ledger will be distributed to players as an Adjustment Payment on a pro rata basis based on the total payments to the player during the Term against the total payments made to all players in that period. Any such Adjustment Payment will be made by no later than 15 October 2005.
- (b) Where the balance of the Adjustment Ledger at the end of the Term is a net surplus in payments made to players during the Term (including any adjustments relevant to the 2004/05 Contract Year), the balance of the Adjustment Ledger will be carried forward as a deduction from the Player Payments Pool to be agreed beyond the end of the Term. This allowance is only available where total player payments for the Term has exceeded \$100 million.

5.5 Audit of Actual ACR and Player Payments

- (a) Actual ACR and payments falling within the Player Payments Pool in accordance with this Article 5 will be determined annually by the ACB and confirmed by the ACB's auditor based on the annual audited accounts of the ACB and each of the State Associations.
- (b) For the purpose of verifying the audit, the ACA may appoint its own auditor (who shall be a partner in an accounting firm of good repute) who shall have full access to source documents relied upon by the ACB's auditor and the auditors of the State Associations provided that the ACA's auditor first undertakes in writing to the ACB and the State Associations not to disclose any such information to any other person, including the ACA, its officers and members, subject only to paragraph (d) below.
- (c) In the event there is disagreement between the ACB's auditor and the ACA's auditor regarding the calculation of actual ACR and total payments to players, a final determination will be made by an independent auditor agreed by the ACB and the ACA or, in default of agreement, by an

auditor nominated by the President of the Institute of Chartered Accountants in Australia (or its successor body), which auditor may also have full access to source documents relied upon by the ACB's auditor and the ACA's auditor provided he or she first undertakes in writing to the ACB and the State Associations not to disclose any such information to any other person, including the ACA, its officers and members.

- (d) In the event there is disagreement between the ACB's auditor and the ACA's auditor regarding the calculation of actual ACR and total payments to players, the ACA's auditor is hereby permitted to disclose to the ACA's Executive Committee a list of broad areas of ACR in respect of which there is disagreement or where exceptions and/or qualifications have been raised by the ACA's auditor provided each member of the Executive Committee first delivers the ACB a written undertaking to keep such information entirely secret and confidential. Nothing in this paragraph (d) prevents the ACB from disclosing additional information to the ACA's Executive Committee (or its representative(s)), or prevents the ACA from requesting such disclosure, if the ACB or the ACA believe that such disclosure may assist in resolving the disagreement.

5.6 Other Financial Information

The ACB agrees to provide the ACA, not later than 15 October following the relevant Contract Year, financial information relating to that Contract Year including:

- (a) balance sheet positions of the ACB and each State Association;
- (b) profit and loss summaries of the ACB and each State Association; and
- (c) actual consolidated ACR.

ARTICLE 6 – THE CONTRACTING PROCESS

6.1 ACB Player Contracts

- (a) By 30 April in each Contract Year (except the final Contract Year) the ACB will notify the State Associations and the ACA of its intention to enter into ACB Player Contracts with twenty-five (25) players, some of whom may already be parties to ACB Player Contracts which extend into the next Contract year.
- (b) In the case of a player who accepts an offer to enter into an ACB Player Contract and who is, at the time, bound by a State Player Contract that extends into the relevant Contract Year, the parties agree that the State Player Contract will automatically terminate as at the start of that Contract Year.
- (c) A player who enters into an ACB Player Contract in the circumstances set out in paragraph (b) above will continue to play for, and fulfil his other obligations to, the same State Association for the term of the ACB Player Contract, subject always to the player's right to transfer to another State Association in accordance with Article 14.3.

6.2 State Player Contracts

- (a) In each Contract Year, each State Association must have entered into State Player Contracts with between sixteen (16) and twenty (20) players, not including players who are parties to Rookie Contracts.
- (b) The ACB will prescribe rules each Contract Year governing the contracting of players under State Player Contracts. For the first Contract Year, those rules are set out in the State Contracting and Remuneration Guidelines.

6.3 ACB Match/Tour Contracts

- (a) A player who is not a party to an ACB Player Contract may nonetheless be selected in:
 - (i) an ACB Team; or
 - (ii) a touring squad from which an ACB Team is to be selected,subject to that player entering into an ACB Match/Tour Contract.
- (b) In the case of a player who enters into an ACB Match/Tour Contract and who will be, at the relevant time, bound by a State Player Contract, the parties agree that the player's obligations under his State Player Contract will cease at the commencement of the term of the ACB Match/Tour

Contract and will resume with full force and effect at the conclusion of the ACB Match/Tour Contract.

- (c) Where the player is selected in subsequent matches during the same Contract Year, the player and the ACB may agree to renew his ACB Match/Tour Contract. The Contract may only be renewed by the ACB sending the player a letter in the form annexed to the ACB Match/Tour Contract and the player signing and returning a copy of that letter to the ACB.

6.4 State Match Contracts

- (a) A player who is not a party to a State Player Contract may nonetheless be selected in a State Team subject to that player entering into a State Match Contract.
- (b) A player will only be required to execute a State Match Contract pursuant to paragraph (a) above on the first occasion he is selected to play for his State Association in a particular Contract Year.
- (c) Where the player is selected in subsequent matches during the same Contract Year, the player and his State Association may agree to renew his State Match Contract. The Contract may only be renewed by the State Association sending the player a letter in the form annexed to the State Match Contract and the player signing and returning a copy of that letter to the State Association.

6.5 Rookie Contracts

- (a) In each Contract Year, each State Association must enter into Rookie Contracts with between two (2) and five (5) eligible players.
- (b) To be eligible for a Rookie Contract, a player must be under 23 years of age as at the commencement of the Contract Year to which the Rookie Contract relates.
- (c) Subject to the State Player Contracting and Remuneration Guidelines, a player cannot be a party to a Rookie Contract and a State Player Contract at the same time.
- (d) A particular Rookie Contract 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 (b) above at the commencement of the second Contract Year. Nothing in this paragraph prevents an eligible player from entering into a Rookie Contract after the expiry of his first Rookie Contract, even though both Contracts together run for more than two (2) Contract Years.
- (e) The ACB will prescribe rules each Contract Year governing the contracting of players under Rookie Contracts. For the first Contract

Year, those rules are set out in the State Contracting and Remuneration Guidelines.

6.6 Contract Upgrades

The parties acknowledge that the State Contracting and Remuneration Guidelines prescribe rules regarding upgrades of players to State Player Contracts and ACB Player Contracts.

ARTICLE 7 – ACB PLAYER MINIMUM TERMS & CONDITIONS

Preamble

The ACB and ACA have agreed in principle to the following minimum terms and conditions for ACB contracted players. Such terms and conditions may be varied by agreement however both parties acknowledge that the primary reason giving rise to a variation will be a change in the Player Payments Pool from the amount noted in Article 5.1(b). Both parties acknowledge that any variation in player payments as outlined in Articles 7.1 and 7.2 will not give rise to a material shift in the balance between retainers and match fees.

7.1 Retainers

- (a) The following minimum retainers will apply to ACB Player Contracts during the Term:
- 2001/02 - \$95,000
 - 2002/03 - \$110,000
 - 2003/04 - \$125,000
 - 2004/05 - \$140,000
- (b) Subject to paragraph (a) above and to the terms of a player's Contract with the ACB, Retainer levels will be determined by virtue of the ranking each ACB Contracted Player receives from the ACB Selection Panel.

7.2 Match Fees and Tour Fees

- (a) The following match payments will apply to ACB contracted players for matches played in Australia during the Term:

Test Match Fees	ODI Match Fees
2001/02 - \$11,000	2001/02 - \$4,400
2002/03 - \$11,000	2002/03 - \$4,400
2003/04 - \$12,100	2003/04 - \$4,850
2004/05 - \$12,100	2004/05 - \$4,850

- (b) For Test Matches and ODIs played overseas a 40% premium shall be applied to Test Match fees and 20% for ODI match fees. The total number of matches on the Tour will be multiplied by the relevant match fee to obtain the tour fee. A player may receive either or both the Tour fee for the Test Match portion and/or the ODI portion. Where the player joins the Tour after its commencement as either an additional or replacement player then the player may receive a pro rata proportion of the tour fee if he only participates in part of the tour.
- (c) Both parties acknowledge that one-off fees may be agreed for stand-alone events such as Super Challenge, the ICC Knockout and the World Cup.

7.3 Australian Cricketers' Retirement Account

- (a) The ACB will make the following contributions to the Account during the Term for the benefit of ACB contracted players:
- 2001/02 - \$350,000
 - 2002/03 - \$385,000
 - 2003/04 - \$420,000
 - 2004/05 - \$465,000
- (b) ACB and State contracted players will be entitled to certain benefits from this Account upon their retirement from first class cricket. A broad outline of the rules and player entitlements in relation to this Account are outlined in Article 16.

7.4 Time Away From Cricket

The ACB will make provision for contracted players to have at least six (6) weeks during each Contract Year where they are not required to train for or play cricket for the ACB or to perform any Player Appearances. The terms regarding that time off will be set out in the ACB Player Contract.

7.5 Health Insurance

On the basis that all contracted players effect and maintain "top level" health insurance for the duration of the Term, the ACB will pay any approved medical expenses incurred by the player which are not recoverable under Medicare and the player's "top level" health insurance. Details of this benefit will be set out in the ACB Player Contract.

7.6 Domestic Travel/Accommodation

- (a) Boxing Day/New Year Test Matches

The ACB agrees to arrange return economy class airfares and accommodation (including breakfast) for the wives/partners and children (dependent and under the age of 18) of each player who is selected for the Boxing Day Test and the New Year Test. This will be limited to one (1) return flight per person and shall be limited to the duration that the Team is required for the matches.

- (b) ODI Finals Series

The ACB agrees to arrange return economy class airfares and accommodation (including breakfast) for the wives/partners of players who are selected in matches played during the ODI Finals Series. This will be limited to one return flight per person and shall be limited to the duration of time the team is required for the matches.

7.7 Domestic Program Match Tickets

- (a) The ACB agrees to provide the following tickets to players who are selected in ACB Teams for international matches held in Australia:
 - (i) Test Matches – six (6) tickets to the Members’ Reserve per day; and
 - (ii) ODI Matches – five (5) tickets to the Members’ Reserve per day.

Subject to availability, the selected players may purchase additional tickets to the above matches at market rates.

- (b) The ACB will use its best endeavours to ensure that, in respect of international matches held in Australia, the host State Association sets aside a group of up to twenty (20) seats within the ground (and in close proximity to the players’ dressing rooms), which is intended for use by the players’ families.

7.8 Domestic Functions/Hospitality

- (a) The ACB will host Christmas Day lunch and New Year’s Eve functions for players’ wives/partners and children (dependent and under the age of 18). Players’ parents and family members may only attend the Christmas Day lunch but this will be at the players’ cost.
- (b) The ACB will invite parents of players selected to play in the Melbourne and Sydney Test Matches into the official ACB hospitality area on one (1) of the first four (4) days of the Test Match (at the ACB’s discretion, subject to availability).
- (c) The ACB will provide creche and hospitality facilities for players’ wives/partners and children for Test matches at Australian grounds.
- (d) The players will be responsible for ensuring that any of their relatives wishing to take advantage of the domestic functions or hospitality referred to in paragraphs (a) to (c) above, give at least five (5) working days notice to the ACB of their intention to do so. The players will be responsible for any costs incurred by the ACB where any of their relatives have notified the ACB of their intention to take advantage of domestic functions or hospitality referred to in paragraphs (a) to (c) above but have failed to attend.

7.9 International Travel/Accommodation

- (a) If the ACB calculates that, within a calendar year, certain players are reasonably likely to accumulate at least fifty (50) days on tour outside Australia with the Australian Cricket Team (excluding tours with Australia A), the ACB will consult with the ACA to determine a period of two (2) weeks (after or during that fifty (50) day period but within the

same calendar year) where it would be practicable for those players' wives/partners to join them on Tour ("*the visitors' period*").

- (b) Once the ACB has determined the visitors' period, the ACB will offer the qualifying players the following:
 - (i) return economy class airfares for their wives/partners to the overseas location where that player is touring; and
 - (ii) accommodation (including breakfast) for their wives/partners and the players' dependent children (under the age of 18) at the overseas location.
- (c) For the purpose of paragraph (a) above, a player will be deemed to have been on Tour from the date of his departure for a tour in which he has been selected until the earlier of:
 - (i) the date of his return; and
 - (ii) the scheduled date of the Team's return,from that Tour.
- (d) The ACB agrees to offer the benefits described in paragraph (b) above for a specified two (2) week period to the players who are selected (and agree) to play in the 2003 World Cup, provided that no other such benefits will be offered to those players' wives/partners in 2003.
- (e) The ACB may at its sole discretion, for an individual player's wife/partner and dependent children (under the age of 18), vary the dates of the visitors' period on a tour. The only basis under which the ACB is likely to vary such dates is on medical grounds. In such circumstances the ACB will not provide benefits to the wife/partner and dependent children in excess of the flights and accommodation referred to in Article 7.9(b).

7.10 International Match Tickets

- (a) The ACB will use reasonable endeavours (subject to availability) to provide the following tickets to players who are on an overseas ACB Tour:
 - (i) Test Matches – four (4) tickets per day; and
 - (ii) ODI Matches – four (4) tickets per day.
- (b) The ACB will use reasonable endeavours to obtain the best available tickets for provision to players in accordance with paragraph (a) above.
- (c) Subject to availability, the selected players may purchase additional tickets to the above matches at market rates.

7.11 International Hospitality/Creche

- (a) The ACB will use its best endeavours (on a tour by tour, venue by venue basis) to secure match day hospitality and children's creche for participating wives/partners and will, during the relevant visitors' period, meet reasonable associated costs.
- (b) The player will be responsible for any other costs and all costs incurred as a result of their wife/partner staying before and/or beyond the visitors' period.

ARTICLE 8 – STATE PLAYER MINIMUM TERMS & CONDITIONS

Preamble

The ACB and ACA have agreed in principle to the following minimum terms and conditions for State contracted players. Such terms and conditions may be varied by agreement however both parties acknowledge that the primary reason giving rise to a variation will be a change in the Player Payments Pool from the amount noted in Article 5.1(b). Both parties acknowledge that any variation in player payments as outlined in Articles 8.1, 8.2 and 8.3 will not give rise to a material shift in the balance between retainers and match fees.

8.1 Minimum Retainers

(a) The following minimum retainers will apply to State Player Contracts during the Term:

- 2001/02 - \$22,500
- 2002/03 - \$27,500
- 2003/04 - \$32,500
- 2004/05 - \$37,500

(b) The following minimum retainers will apply to Rookie Contracts during the Term:

- 2001/02 - \$10,000
- 2002/03 - \$12,500
- 2003/04 - \$15,000
- 2004/05 - \$17,500

8.2 Maximum Retainers

The following maximum retainers will apply to State Player Contracts during the Term:

- 2001/02 - \$65,000
- 2002/03 - \$75,000
- 2003/04 - \$85,000
- 2004/05 - \$95,000

8.3 Match Fees

(a) The following match payments will apply to State contracted players for matches played in Australia during the Term:

Pura Cup Fees

2001/02 - \$3,100

ING Cup Fees

2001/02 - \$1,100

2002/03 - \$3,200	2002/03 - \$1,100
2003/04 - \$3,300	2003/04 - \$1,100
2004/05 - \$3,400	2004/05 - \$1,100

- (b) Match fees for tour matches and any international tours that may be undertaken by State Teams during the Term will be determined by the ACB after consulting with the ACA.

8.4 Australian Cricketers' Retirement Account

- (a) The ACB will make the following contributions to the Account during the Term for the benefit of State contracted players:

- 2001/02 - \$310,000
- 2002/03 - \$340,000
- 2003/04 - \$370,000
- 2004/05 - \$410,000

- (b) ACB and State contracted players will be entitled to certain benefits from this Account upon their retirement from first class cricket. A broad outline of the rules and player entitlements in relation to this Account are outlined in Article 16.

8.5 Time Away From Cricket

The ACB will ensure that State Associations make provision for State contracted players to have at least six (6) weeks during each Contract Year where they are not required to train for or play cricket for the State Association or to perform any Player Appearances. The terms regarding that time off will be set out in the State Player Contract.

8.6 Health Insurance

On the basis that all State contracted players effect and maintain "top level" health insurance for the duration of the Term, the State Associations will pay any approved medical expenses incurred by the player which are not recoverable under Medicare and the player's "top level" health insurance. Details of this benefit will be set out in the State Player Contract.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.1 Application

Subject to Article 9.3, if:

- (a) the ACB or a State Association claims that a player has breached, or failed to perform, any of the provisions of his Contract with the ACB or that State Association; or
- (b) a player claims that the ACB or a State Association has breached, or failed to perform, any of the provisions of its Contract with the player,

then the parties to that Contract must submit to the process set out in Article 9.2.

9.2 Process

- (a) The person with the grievance must lodge a written report with the other (either by pre-paid post or facsimile) setting out the nature of his grievance. If the ACB or a State Association has the grievance, the report must be made by the Chief Executive Officer of the organisation. If the player has the grievance, he must address his report to the Chief Executive Officer of the ACB or his State Association (as the case may be).
- (b) Within seven (7) days of a report being lodged under paragraph (a), the grieving parties must meet and attempt to resolve the grievance. The player may be accompanied at the meeting by another member of the ACA.
- (c) If the parties fail to resolve the grievance within a further seven (7) days of their first meeting under paragraph (b), either party may seek to have the grievance determined by the Grievance Tribunal by giving notice to the other party to that effect in the prescribed form.
- (d) The Grievance Tribunal will comprise:
 - (i) the ACB Code of Behaviour Commissioner (or his nominee) as chairperson;
 - (ii) a nominee of the ACB (not being an officer, member or employee of the ACB); and
 - (iii) a nominee of the ACA (not being an officer, member or employee of the ACA).
- (e) The address of the Grievance Tribunal is the address for the time being of the ACB.

- (f) The Grievance Tribunal will hear and determine the grievance in such manner as the chairman of the Grievance Tribunal sees fit having regard to all the circumstances and to the principles of natural justice.
- (g) The Grievance Tribunal will have the following powers:
 - (i) to reprimand the player;
 - (ii) to fine the player;
 - (iii) to suspend the player from playing in any cricket matches;
 - (iv) to authorise the ACB or the State Association (as the case requires) to terminate the player's Contract by notice in writing to the player;
 - (v) to direct the ACB or the State Association (as the case may be) to remedy any default or failure to perform in relation to the Contract.
- (h) The Grievance Tribunal will notify its decision to the parties to the grievance in writing but it shall not be required to give reasons for its decision.
- (i) Decisions of the Grievance Tribunal will be final and binding on the parties.

9.3 Exceptions

This Article 9 shall not apply to the following:

- (a) allegations that a player has breached the ACB Code of Behaviour (including the Anti-Doping Policy and the Racial and Religious Vilification Policy), which shall be dealt with according to that Code;
- (b) grievances relating to a player's retainer, match fee(s) or tour fee(s) (other than in relation to pro rata allocations of tour fees);
- (c) selection of a player in a Team, squad or touring party; or
- (d) a player's ranking by the Selection Panel as referred to in Article 7.1(b).

9.4 Common Law Rights

- (a) Subject to paragraph (b) below, nothing in this Article 9 in any way restricts either party's rights at common law in the event the parties are unable to resolve the grievance in the manner referred to in Article 9.2(b).
- (b) If either party wishes to exercise their common law rights, they must do so by indicating such an intention after the meeting referred to in Article 9.2(b) and before seeking a hearing of the Grievance Tribunal.

ARTICLE 10 – ACA FUNDING AND COMMERCIAL ACTIVITIES

Preamble

The objective of this Article 10 is to set out the conditions upon which the ACB is prepared to provide funding to the ACA. The ACA recognises that the ACB has agreed to provide funding to the ACA to assist it to provide valuable services to its members.

Subject to certain limitations, the ACA may engage in its own commercial activities in furtherance of the ACA's Objects. Generally speaking such commercial activities will not extend to sponsorship of the ACA by a third party or endorsement or approval by the ACA of a third party or its goods or services other than as described below.

Nothing in this Article limits or affects the obligations of the players, the ACB and the State Associations under the Contracts.

10.1 Funding

Subject to the terms of this Agreement, the ACB agrees to pay the ACA the sum of \$500,000 in each year of the Term for use by the ACA in the furtherance of its current Objects. This amount will be increased to take account of any GST that may be payable. The ACA agrees to provide the ACB with all necessary documentation to enable the ACB to obtain an input tax credit for payment of any such GST.

10.2 ACA Sponsorship Activities

- (a) Subject to paragraph (b), in consideration of the amount paid to the ACA pursuant to Article 10.1, the ACA promises to refrain from entering into a sponsorship agreement with any third party in relation to any aspect of the ACA or its operations or activities. For the purposes of this Article, the term "sponsorship" includes the display of signage and any other advertising material at an ACA Event, other than by ACA Event sponsors.
- (b) Subject to the following paragraphs of this Article, the ACA may, by itself or through its agents, enter into sponsorship agreements in relation to ACA Events.
- (c) If:
 - (i) the proposed sponsor of an ACA Event is not an ACB Major Sponsor; and
 - (ii) goods and services sold by the proposed sponsor of the ACA Event compete with those of an ACB Major Sponsor,

the ACA will, before accepting an offer from the proposed sponsor to sponsor the ACA Event, give the relevant ACB Major Sponsor a period of

fourteen (14) days in which to agree to sponsor the ACA Event on the same terms upon which the proposed sponsor has offered to sponsor the ACA Event;

- (d) If the ACA enters into an agreement for the sponsorship of an ACA Event with a third party whose goods and services compete with those of an ACB Major Sponsor, the ACA will ensure that no ACB contracted player or State Association contracted player agrees to actively promote the ACA Event.
- (e) If the ACA enters into an agreement for the sponsorship of an ACA Event with a third party whose goods and services compete with those of a State Major Sponsor, the ACA will ensure that no contracted player from the relevant State Association agrees to actively promote the ACA Event.
- (f) The ACA must not, and must not permit others to, promote or advertise the ACA Event more than three (3) months prior to or one (1) week after the ACA Event, other than in the case of communications made directly to the ACA's members.
- (g) Notwithstanding anything else in this Article, the ACA must not permit the following to sponsor any ACA Event:
 - (i) a person who is a licensed bookmaker or betting agency, or who is an "associate" (as defined in the Corporations Law) of such a person; or
 - (ii) a person who is involved in the production, sale or distribution of tobacco products.

10.3 ACA Official Supplier Activities

- (a) Subject to this Article the ACA may enter into arrangements with third parties whereby the ACA and/or its members receive discounts, upgrades or other non-monetary benefits from such third parties.
- (b) The ACA will ensure that, in promoting the arrangement referred to in paragraph (a) above, the third party supplier only uses the ACA's full corporate title and does not use any contracted players or their Attributes.
- (c) The restriction set out in paragraph (b) above does not apply to promotions to ACA members and potential members, which are conducted by direct mail.
- (d) In respect of the following categories of goods and services, the ACA may only enter into arrangements of a type referred to in paragraph (a) above if the ACB has not, by the following dates, entered into arrangements with third parties which pass on reasonable benefits to the ACA and/or, in certain cases, its members in the form of contra, discounts or upgrades:

Category	Date
Air Travel	1 July 2001
Food & Beverage	30 September 2001
Financial Services	31 December 2001
Computer Hardware	31 December 2001
Telecommunications	30 June 2002
Internet Services	30 June 2002

10.4 ACA Endorsement and Licensing Activities

- (a) The parties acknowledge that the use by a third party of the ACA's name and/or logo to promote that third party's goods or services is capable of giving rise to connotations that those goods or services have the endorsement or approval of a Team or contracted players generally.
- (b) Notwithstanding the acknowledgment in paragraph (a) above, the ACB agrees to permit the ACA to enter into such arrangements in order to generate revenue for the furtherance of the ACA's Objects provided the ACA agrees to ensure that:
 - (i) third parties do not use the words "Australian Cricketers" (or substantially similar wording) on or in connection with goods or services of those third parties; and
 - (ii) subject to paragraph (c) below, the Attributes of no more than one (1) contracted player may be used to directly or indirectly promote the goods or services.
- (c) The ACA acknowledges that contracted players must seek the ACB's approval under their Contracts to permit their Attributes to be used in the manner contemplated by sub-paragraph (b)(ii) above.
- (d) The ACA agrees not to do anything that may give rise to the impression that an arrangement referred to in this Article 10.4 constitutes a sponsorship of the ACA.

10.5 ACA Events

Without limiting Article 10.2, the following restrictions apply to ACA Events:

(a) *Corporate Golf Days*

No more than two (2) contracted players may be used to promote each Corporate Golf Day. This does not prevent the ACA from listing the

names of contracted players who propose to attend a particular Corporate Golf Day.

(b) *Corporate Functions*

No more than two (2) contracted players may be used to promote each Corporate Function. This does not prevent the ACA from listing the names of contracted players who propose to attend a particular Corporate Function.

(c) *Corporate Cricket Matches*

(i) The ACA may organise corporate cricket matches during the Term provided that players may only participate in those matches subject to the consent of the ACB and/or their State Associations under their Contracts and:

(A) unless the ACB otherwise agrees, no more than two (2) ACB contracted players may participate in, or be used to promote, each match; and

(B) unless the relevant State Association otherwise agrees, no more than two (2) contracted players from each State Association may participate in, or be used to promote, each match.

(ii) The ACA acknowledges that the ACB typically refuses to consent to players playing exhibition and other “one-off” matches played overseas, other than player testimonials, charity matches or matches played under the auspices of the ICC or a full member country. The ACA acknowledges further that it is in this context that the ACB will determine whether or not to consent to contracted players participating in matches referred to in this paragraph (c).

10.6 ACB/ACA Joint Ventures

The ACB and the ACA may enter into joint ventures from time to time for certain events and activities (e.g. the Allan Border Medal, UK functions and Ashes Farewell Lunch).

10.7 ACA Internet Site

(a) The ACA agrees not to use more than two (2) ACB contracted players or more than two (2) contracted players from a particular State Association to actively promote, endorse the ACA’s internet site.

(b) The ACA agrees not to permit more than two contracted players in any single week to engage in chat sessions on the ACA’s internet site.

- (c) The ACA agrees not to include any live scores or live commentary on its internet site.

10.8 ACA Charitable Activities

Nothing in this Article 10 prohibits the ACA from endorsing one (1) or more charities provided those charities qualify as bodies to which donations are tax deductible in accordance with the provisions of the Income Tax Assessment Act provided such endorsement is not connected in any way with any for-profit organisation.

10.9 ACA Special Projects and Other Commercial Activities

The ACA may undertake commercial activities that are not otherwise restricted by Articles 10.2 to 10.7 (inclusive). The ACA acknowledges that, in respect of such additional commercial activities, use of contracted players will follow the principles set out in this Agreement (and in particular this Article 10) and the relevant Contracts.

ARTICLE 11 – ACB AND STATE SPONSORS

11.1 ACB Major Sponsors

- (a) The ACB will be entitled to nominate eight (8) major sponsors at the beginning of each Contract Year, which shall be afforded protection in the ACB Player Contract and the ACB Match/Tour Contract. The ACB may substitute up to two (2) of those sponsors from time to time during the first Contract Year with different sponsors. During subsequent Contract Years, the ACB may substitute one of its sponsors for the duration of any ICC tournaments or competitions (including a period of one month prior and one week after the event). The ACB will advise the ACB contracted players and the ACA of any substitutions of major sponsors under this clause.
- (b) The ACB will be entitled to nominate two (2) major sponsors at the commencement of each Contract Year, which shall be afforded protection in the State Player Contract, the State Match/Tour Contract and the State Rookie Contract. The major sponsors must be the same in each State Player Contract in a particular Contract Year.
- (c) If the ACB's agreement with any of its major sponsors expires or terminates during a particular Contract Year, the ACB will have the right to substitute another sponsor for the purpose of paragraphs (a) and (b) above.

11.2 State Major Sponsors

- (a) Each State Association's major sponsors nominated at the beginning of each Contract Year in accordance with paragraphs (b), (c) or (d) below will be afforded protection in:
 - (i) the ACB Player Contract and the ACB Match/Tour Contract in respect of players who have obligations to those State Associations; and
 - (ii) the State Player Contract, the State Match/Tour Contract and the State Rookie Contract
- (b) If none of a State Association's major sponsors individually contribute \$80,000 or more each (in cash and/or contra) to the State Association during the relevant Contract Year, the State Association will only be entitled to nominate two (2) major sponsors for the purpose of paragraph (a) above.
- (c) If only one (1) of a State Association's major sponsors individually contributes \$80,000 or more (in cash and/or contra) to the State Association during the relevant Contract Year, the State Association will

be entitled to nominate three (3) major sponsors for the purpose of paragraph (a) above.

- (d) If two (2) or more of a State Association's major sponsors each contribute \$80,000 or more (in cash and/or contra) to the State Association during the relevant Contract Year, the State Association will be entitled to nominate four (4) major sponsors for the purpose of paragraph (a) above.
- (e) If a State Association's agreement with any of its major sponsors expires or terminates during a particular Contract Year, the State Association will have the right to substitute another sponsor having regard to the limitations set out in paragraphs (b), (c) and (d) above.

ARTICLE 12 – OVERSEAS CLEARANCES

12.1 Approval to Play for an Overseas Club or Team

- (a) Players who are parties to ACB Player Contracts or State Player Contracts must obtain the prior written approval of the ACB or their State Association (as the case requires) in order to play cricket with an overseas club or team.
- (b) Players who wish to play cricket with an overseas club or team in 2002, 2003, 2004 or 2005 must submit their request in writing to the ACB or their State Association by the end of the Cricket Season in the relevant year or as soon as practicable thereafter. The request must be submitted using **Form 1**.
- (c) Subject to Article 12.2, the ACB and the State Associations agree to approve requests received in accordance with Article 12.1(b) provided that:
 - (i) the club or team is a part of a recognised competition played under the auspices of the domestic cricket competitions conducted by a full member of the ICC or the Scottish or Irish Cricket Associations;
 - (ii) the player's playing obligations extend only to participation in that competition for all or a substantial part of the relevant season;
 - (iii) no more than one (1) other player who is contracted to the ACB or the player's State Association has been approved by the ACB or that State Association to play for that club or team in the relevant calendar year (other than where a player takes the place of another player due to injury, illness or other bona fide reason); and
 - (iv) the player and the club/team concerned execute an agreement in the form contained in **Schedule I** (as varied from time to time during the Term by agreement between the ACB and the ACA).
- (d) Any approvals granted pursuant to paragraph (c) above will only relate to a single year. Players wishing to play for a particular overseas club or team must apply separately in respect of each year they wish to play for the club or team, even if their contract with that club or team is for more than one year.

12.2 Reduction of Retainer

- (a) Subject to paragraph (c) below, a player who is granted permission by the ACB or a State Association to play cricket with an overseas club or team in accordance with Article 12.1 will have his retainer reduced by the following amounts:

- (i) if a player plays one (1) or more matches for an overseas club or team and returns to Australia within thirty (30) days of his departure, his retainer will be reduced by 2.5%;
 - (ii) if a player plays at least one (1) match for an overseas club or team and returns to Australia between thirty-one (31) and sixty (60) days of his departure, his retainer will be reduced by 5%;
 - (iii) if a player plays at least one (1) match for an overseas club or team and returns to Australia between sixty-one (61) and ninety (90) days of his departure, his retainer will be reduced by 7.5%;
 - (iv) if a player plays at least one (1) match for an overseas club or team and returns to Australia between ninety-one (91) and one hundred and twenty (120) days of his departure, his retainer will be reduced by 10%;
 - (v) if a player plays at least one (1) match for an overseas club or team and returns to Australia after one hundred and twenty (120) days of his departure, his retainer will be reduced by 12.5%.
- (b) For the purposes of paragraph (a) above, a player's retainer shall be taken to be the lesser of the following:
- (i) his retainer in the Contract Year in which he submits his request; or
 - (ii) if he is offered an ACB Player Contract or State Player Contract in the following Contract Year, the retainer referred to in that Contract.
- (c) Subject to paragraph (d), a player who is under the age of 25 years as at 1 July in the calendar year in which he seeks to play for an overseas club or team will not have his Retainer reduced in accordance with paragraph (a) above.
- (d) A player who qualifies and obtains the relief described in paragraph (c) above in 2002 or beyond will not be eligible for such relief in subsequent years. For the sake of clarification, the effect of this paragraph (d) is that a player will only be entitled to obtain the relief provided for in paragraph (c) above on one occasion during the Term.
- (e) If a player fails to return to his home State (being the location of his State Association) by 20 September in any Contract Year (other than as a result of a Force Majeure Event or circumstances beyond the control of the player), the ACB or the player's State Association will reduce the player's retainer by 10% provided always that this deduction under this clause does not exceed \$10,000. For every day the player is late returning to his home State the ACB or his State Association will reduce his retainer by a further 1/365th. Nothing in this paragraph prevents the ACB from terminating the player's ACB Contract in the event he fails to return to Australia by the Return Date.

- (f) Any and all amounts deducted from players' retainers in accordance with paragraph (a) will nonetheless be recognised as player payments for the purposes of Article 5.

12.3 Cricket Development Fund

- (a) Subject to paragraph (b) below, where an amount is deducted from a player's Retainer in accordance with Article 12.2, that amount will be allocated into his State Association's Cricket Development Fund.
- (b) In the case of a player who transfers between State Associations during a particular year, the deduction from the player's retainer will be allocated in equal shares to the Cricket Development Funds maintained by the player's former State Association and his new State Association respectively.
- (c) The State Associations will distribute the monies held in the Cricket Development Funds to the CDF Beneficiaries by 7 October in the year in respect of which those monies accrued.
- (d) The State Associations must ensure that the CDF Beneficiaries only use their distributions in relation to general expenses associated with their operational requirements – the distributions are not to be used to remunerate club players.

12.4 Approval to Play in Non-ACB/State Association Matches

- (a) The ACB and State Associations will consider requests by contracted players to play for clubs or teams that do not meet the criteria contemplated in Article 12.1 having regard to their usual policy that they will not approve players' participation in those matches unless the following minimum conditions are met:
 - (i) the match is not scheduled to be held in a location that is likely to place the player in any physical danger;
 - (ii) the match is a bona fide testimonial match for a player or a recognised charitable fund;
 - (iii) the promoter and the player agree to terms no less favourable to the ACB or the player's State Association as referred to in Schedule J.
- (b) Nothing in paragraph (a) above prevents the ACB from refusing to approve a player's request to play in a particular match or from imposing additional conditions upon its approval for a player to play in a particular match.

ARTICLE 13 – COMMERCIAL USE OF PLAYER ATTRIBUTES

Preamble

The key objective of the ACB's licensing program ("*the ACB Licensing Program*") is:

"To deliver a licensing program that reflects the position of Australian Cricket in the eyes of cricket stakeholders and the general community, that is, a program that values tradition, focuses on quality, is accessible to all consumers and above all strives for incremental growth in revenues."

The ability of the ACB to use players' Attributes on and in various retail products is vital to the continued growth of the Program.

The parties agree that the players have certain rights in the players' Attributes and that the ACB has certain rights in those Attributes where those Attributes involve the use of ACB Intellectual Property.

In recognition of the fact that the use of the players' Attributes with the ACB Intellectual Property is likely to result in the optimum returns to the ACB, the ACA and the players, the parties have agreed to the use of the players' Attributes in accordance with the terms of this Article 13.

Nothing in this Article is intended to limit the ACB's ability to use the players' Attributes for the purposes set out in the Contracts, which the ACA acknowledges are covered by the consideration provided to players under those Contracts.

13.1 The ACB Licensing Program

- (a) The parties agree that the ACB has the sole right to produce, and to license others to produce, products designed for sale to the public that use ACB Intellectual Property ("*ACB Licensed Products*"). ACB Licensed Products may include, but are not limited to, clothing, headwear and other apparel, cricket equipment, memorabilia, back-to-school products (e.g. lunch boxes, schools bags, binders, pencils & pen sets), electronic and digital games, novelties, printed products (e.g. calendars, diaries, posters), videos, DVDs and trading cards.
- (b) In recognition of the fact that certain players' Attributes play a greater role in the sale of ACB Licensed Products than others, the ACA has requested, and the ACB has agreed, that the ACB will share revenue from the sale of ACB Licensed Products in accordance with the formula set out in **Schedule J**. This special revenue sharing arrangement means that revenue the ACB derives from the sale of Licensed Products is not included in the calculation of ACR, other than to the extent expressly provided for in this Article.

- (c) The ACA warrants to the ACB that it will use its best endeavours to obtain the authority of all players to consent the use of their Attributes in accordance with Article 13.2.
- (d) The ACB will not propose the use of the Attributes of a particular player in, or to promote, an ACB Licensed Product (in accordance with Article 13.2) unless the proposed Product meets the criteria set out from time to time in the ACB's Quality Control Guidelines.

13.2 Creation of ACB Licensed Products

- (a) Subject to Article 13.4, where the ACB proposes to use the Attributes of a particular player in, or to promote, an ACB Licensed Product of a type referred to in **Schedule J**, the ACB will give written notice to the ACA detailing:
 - (i) the identity of the player;
 - (ii) the manner in which the player's Attributes are proposed to be used; and
 - (iii) the estimated revenue to be generated from the sale of the product.

The notice will be given using **Form 2**.

- (b) Within two (2) business days of receiving a notice referred to in paragraph (a) above (or as soon thereafter as circumstances permit), the ACB and the ACA will meet (in person or by telephone) to resolve whether the Product is a team-based product or a player-based product. If the parties are unable to agree on the classification of the Product within a further two (2) business days, the matters will be resolved in accordance with Article 17.
- (c) Within:
 - (i) five (5) business days of the determination of the classification of the Product as referred to in paragraph (b) above, in the case of a player-based product; and
 - (ii) ten (10) business days of the determination of the classification of the Product as referred to in paragraph (b) above, in the case of the team-based product,

the ACA will notify the ACB's Licensing Manager as to whether or not the player approves the proposed use of those Attributes. If the player does not give his approval, the ACA must provide the player's reasons in writing to the ACB.

- (d) The player must not unreasonably withhold his approval under paragraph (c) above.

- (e) If the ACA fails to notify the ACB of the player's decision under paragraph (c) above within the prescribed time period, the ACB must contact the ACA (by telephone, fax or e-mail) to determine the status of the request for approval. If the ACA fails to notify the ACB of the player's decision on the request within a further two (2) business days after the ACB makes contact under this paragraph, the ACB's request under paragraph (a) above will be deemed to have been approved by the player in accordance with this Article 13.
- (f) The ACB agrees to maintain a register of each request under paragraph (a) above and will make that register available for the ACA to inspect during normal business hours upon providing the ACB with reasonable notice.

13.3 Player Payments for Commercial Use of Attributes

- (a) Payments to be made in accordance with Article 13.1(b) will be made by the ACB directly to players (or their managers) on a quarterly basis.
- (b) At or about the time payments are made to players in accordance with paragraph (a) above, the ACB will provide the relevant players (or their managers) and the ACA with a summary including details for the relevant period of:
 - (i) the product in respect of which the Attributes of those players have been used;
 - (ii) the number of each product sold; and
 - (iii) the amount payable to the players.

13.4 Provisions Relating to Certain Team-Based Products

The parties agree that the following products will be classified as team-based products for approval purposes under this Article, however, item (i) will be treated as player-based products for the purpose of payments to players in accordance with this Article:

- (i) trading cards;
- (ii) team-based stickers;
- (iii) team-based posters;
- (iv) team-based videos;
- (v) team-based electronic and digital games;

- (vi) team-based novelties (including, drinking mugs and containers, glassware, key rings, pins, brooches, badges, magnets, mouse pads and other products agreed between the parties from time to time).

13.5 Classification of ACB Licensed Product

- (a) The parties agree that the examples referred to in Schedule 13.C, are to be used as a basis for determining any dispute under Article 13.2(b).
- (b) Generally speaking, the key to determining whether an ACB Licensed Product is a team-based product or a player-based product is whether the ordinary person would be inclined to purchase the product because it represents the team or a particular player.
- (c) An individual player is unable to be the sole focus of, or receive any signature fees for, any ACB Licensed Product that is properly classified as a team-based product.
- (d) The ACA warrants and agrees that any surrounding players in a player-based product (e.g. those surrounding the featured player(s)):
 - (i) automatically approve the use of their Attributes in the relevant product; and
 - (ii) will not receive any payments under this Article in relation to sales of that product.
- (e) Team-based products and player-based products are mutually exclusive.

13.6 Player Appearances

- (a) The ACA agrees that players who are parties to ACB Player Contracts will each perform a maximum of three (3) Player Appearances to promote ACB Licensed Products or the ACB Licensing Program generally.
- (b) The parties agree that the Contracts set out the basic rules governing Player Appearances.

ARTICLE 14 –INTERSTATE COMPETITIONS

14.1 State Competitions and Matches

Each year during the Term, the ACB will conduct the matches and competitions referred to in Item 2 of Schedule 3.A featuring teams from each State Association and such other teams as the ACB may from time to time decide to admit to one or more of those competitions.

14.2 Playing Conditions Committee

The ACB agrees to permit the ACA to nominate a representative to sit on the ACB's Playing Conditions Committee during the Term. The ACA may substitute its nominee from time to time during the Term provided it gives the ACB at least seven (7) days' written notice.

14.3 Rules for Interstate Competitions

- (a) The ACB will prescribe rules from time to time governing the selection of players to play in the competitions referred to in Article 14.1.
- (b) Without limitation, the rules referred to in paragraph (a) will set out the procedure by which players (whether contracted or not) may transfer between State Associations.
- (c) The current rules are set out in **Schedule K**.
- (d) The ACB will not make any material changes to the rules set out in **Schedule K** unless agreed by the ACA.

ARTICLE 15 – PLAYER INTERNET SITES

Preamble

The parties acknowledge that the internet, as a new form of media, presents a number of opportunities for players. The parties agree that special rules should apply to players' internet sites (or internet pages dedicated to particular players) so that players may exploit those opportunities whilst at the same time preserving the interests of the ACB and the State Associations.

15.1 ACB/State Association Approval

The parties acknowledge and agree that clause 6.2 of the Contracts sets out the processes and rules regarding players entering into personal agreements with third parties regarding various forms of media and that, subject to paragraph (b) below, these processes and rules apply to internet sites that have the "look and feel" of players' personal internet sites or pages.

15.2 Use of ACB/State Association Intellectual Property

- (a) Subject to paragraph (b) below, players' internet sites/pages must not contain any Intellectual Property of the ACB or a State Association.
- (b) The ACB agrees that players may permit a limited number of photographs incorporating the Intellectual Property of the ACB and/or a State Association to appear on the player's internet site/pages.

15.3 Protection of Individual Player Endorsements

The ACB will use its best endeavours to ensure that its official internet site does not use any players' image in a way that connotes a sponsorship or endorsement by that player of a third party (other than an ACB Major Sponsor) whose goods or services compete with those of a competitor of that player's sponsors (as listed in, and varied in accordance with, the player's Contract).

15.4 Player Chat Sessions

- (a) The parties agree that chat sessions are generally taken to be an extended form of interview.
- (b) The ACB agrees that it and the State Associations will not require any single player to engage in more than three (3) chat sessions each on the official internet site of the ACB and the State Association per Contract Year.
- (c) The ACB or the State Associations (as the case requires) will pay players who participate in chat sessions on the official internet site of the ACB and the State Association at rates to be agreed between them.

- (d) Players must not engage in chat sessions on internet sites (other than the official internet sites of the ACB or a State Association) within one (1) week of another two (2) contracted players.

ARTICLE 16 – AUSTRALIAN CRICKETERS’ RETIREMENT ACCOUNT

16.1 Objectives

The objectives behind the establishment of the Account are:

- (a) to provide benefits for all first class cricketers upon their retirement from first class cricket; and
- (b) to ensure that a player’s transition from a professional sporting career to after cricket life is not complicated by unnecessary financial constraints.

16.2 Establishment of the Account

- (a) The proposed name of the Account is the “*Australian Cricketers’ Retirement Account*”.
- (b) The Account will make payments to eligible players upon their retirement from first class cricket.
- (c) The Account will be in addition to a player’s superannuation entitlements contributed by the ACB/State Association.
- (d) The Account will commence on 1 July 2001.
- (e) No benefits will accrue for service prior to 1 July 2001.

16.3 Board of Management

- (a) The Account will be managed by a Board of Management (“*the Board*”), which will comprise the following:
 - (i) an appointed representative of the ACA;
 - (ii) an appointed representative of the ACB;
 - (iii) an external investment manager; and
 - (iv) a licensed financial adviser.
- (b) A Chairman will be elected from the Board.
- (c) The Board 's responsibility will be to:
 - (i) manage the assets of the Account; and
 - (ii) ensure compliance with the Rules and Regulations of the Account.

16.4 Retirement Payments

(a) In order to be eligible to receive distributions from the Account, a player must, at some stage during the Term, have been a party to an ACB Player Contract or a State Player Contract or have accumulated $\frac{1}{2}$ a State or ACB Credit (as referred to in paragraph (b) below).

(b) Benefits will accrue in the first Contract Year of the Term as follows:

(i) Each State contracted player will be entitled to receive a fixed base amount per annum of \$2,000.

(ii) Each ACB contracted player will be entitled to receive a fixed base amount per annum of \$8,000.

(iii) Players will also be entitled to accrue benefits through credits awarded on a match basis.

- Pura Cup & State three or four day Tour Match 1 State Credit
- ING Cup & one day Tour Match $\frac{1}{2}$ State Credit
- Test Match 1 ACB Credit
- One Day International $\frac{1}{2}$ ACB Credit

For ING Cup games, 12th & 13th man will qualify for Credits. All other game benefits will only extend to the 12th man. Injured players do not qualify for relevant Credits whilst injured. Each State Credit is valued at \$200. Each ACB Credit is valued at \$800

(c) The fixed base amount to which State and ACB contracted players will be entitled will be increased annually in proportion to any increases in the ACB Player Allocation and State Player Allocation respectively.

(d) The dollar value of each Credit will be increased annually in proportion to any increases in the ACB Player Allocation and State Player Allocation respectively.

(e) Payments from the Account will be made after a player provides written notice to the ACB of his retirement from first class cricket. A player's entitlement is payable on 7 October in the year the player notifies the ACB of his retirement, provided the player advises the ACB of his retirement by 1 October in that year. If a player notifies the ACB of his retirement within seven (7) days of October 1 in a particular year, the player's entitlement will be paid on 7 October in the following year.

16.5 ACB Player Retirement Benefits Scheme

- (a) The establishment of the Account supersedes the ACB Player Retirement Benefits Scheme (“*PRBS*”). It is necessary to address players’ accumulated benefits up to 30 June 2001 under the PRBS.
- (b) It is proposed that:
 - (i) each player’s entitlement under the PRBS be calculated as at 30 June 2001;
 - (ii) eligible players be notified of their PRBS entitlement;
 - (iii) a player’s entitlement under the PRBS will be held over until 7 October in the year the player advises the ACB of his retirement, provided the player advises the ACB of his retirement by 1 October in that year. If a player advises the ACB of his retirement subsequent to October 1 in a particular year, the player’s entitlement will be paid on 7 October in the following year;
 - (iv) a player’s entitlement under the PRBS will attract interest at the average daily 90-day bank bill rate as prescribed by the Commonwealth Bank of Australia from the date the player advises the ACB of his retirement; and
 - (v) this interest income is to be excluded from ACR for the purposes of calculation of the Player Payments Pool.

16.6 Funding

The Account will be funded in accordance with the terms set out in Articles 7 and 8.

16.7 Reporting

- (a) Statements should be provided to eligible players on an annual basis stating their accrued entitlements under the Account.
- (b) The ACA warrants that it has received professional advice to the effect that distributions from the Account will qualify as Eligible Termination Payments for the purposes of the *Income Tax Assessment Act 1936*. The ACB and the State Associations agree to do all things reasonably and lawfully necessary to enable the distributions to be treated in that manner provided that the ACB and the State Associations will not be responsible for any losses suffered by the ACA or any player or his beneficiaries if distributions from the Account are not treated as Eligible Termination Payments.

ARTICLE 17 – DISPUTE RESOLUTION

17.1 Compliance with this Article

- (a) If a dispute arises between the ACA and the ACB out of or in relation to this Agreement, other than in relation to the results of an audit performed under Article 5, (“*Dispute*”), a party may not commence any litigation proceedings relating to that Dispute unless it has first complied with this Article.
- (b) Disputes between the ACB or a State Association and a player will be dealt with in accordance with the relevant Contract and not under this Article.

17.2 Good Faith Negotiations

If a Dispute is not resolved through good faith negotiations within 21 days from the date on which written notice of the Dispute is given by one party to the other (“*Notice Date*”) the parties shall refer the Dispute to mediation.

17.3 Mediation

- (a) The mediator will be an independent person mutually agreed by the parties, but if no mediator is agreed within seven (7) days of the date of referral to mediation, the President for the time being of the Law Institute of Victoria will appoint the mediator.
- (b) The mediation will be conducted in accordance with the guidelines laid down by the appointed mediator having regard to the principles of best practice in mediation generally. If there is any inconsistency between those guidelines and this Article 17, the provisions of this Article 17 will apply.

17.4 Court Proceedings

If a dispute has not been resolved within twenty-eight (28) days of appointment of the mediator, any party may, after giving written notice to the other parties, commence litigation.

17.5 Interlocutory Relief

Nothing in this clause shall prevent any party seeking urgent interlocutory relief.

ARTICLE 18 – TERMINATION

18.1 Summary Termination

Unless undertaken as part of a bona fide corporate restructure, without prejudice to any and all other remedies which a party may have at law or in equity, either party shall have the right to terminate this Agreement automatically and without prior notice if:

- (a) the other party has a receiver, receiver and manager, administrator, investigator or liquidator appointed over all or any of its assets or if an order is made or a resolution passed for the winding up of that party;
- (b) the other party discontinues its operations, or ceases a material part of its operations so as not to properly give effect to this Agreement;
- (c) a sequestration order is made against the other party;
- (d) a petition for winding up of the other party is presented to the Court and not withdrawn or dismissed within 21 days of its presentation;
- (e) the other party makes an assignment for the benefit of its creditors; or
- (f) the other party applies for, consents to or acquiesces in the appointment of a trustee, agent or receiver over any of its property.

18.2 Termination by the ACA

The ACA may only terminate this Agreement:

- (a) in accordance with Article 18.1; or
- (b) if the ACB refuses to pay any monies due and payable to the ACA under Article 20 (where the payment by the ACB of such monies is not otherwise in dispute), and those monies are not paid to the ACA within one (1) month of receipt by the ACB of a written demand from the ACA for its payment.

18.3 Termination by the ACB

The ACB shall have the right to terminate this Agreement if the ACA fails to perform or observe any material term of this Agreement and (where the breach is capable of being remedied) fails to remedy such breach within fourteen (14) days of a notice from the ACB to remedy that failure. The parties agree that, without limitation, Article 10 constitutes a “material” term of this Agreement for the purposes of this Article 18.3.

18.4 No Other Ground for Termination

Except as expressly detailed in this Article 18, neither party may terminate this Agreement.

ARTICLE 19 – GENERAL

19.1 Notices

Any notice, demand, request or approval (a "**Notice**") given or made under this Agreement:

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must either be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand or fax to the address or fax number last notified by the intended recipient to the sender;
- (c) will be taken to be duly given or made:
 - (i) in the case of delivery in person, when delivered;
 - (ii) in the case of delivery by post two business days after the date of posting (if posted to an address in the same country) or seven business days after the date of posting (if posted to an address in another country); and
 - (iii) in the case of fax, on receipt by the sender of a transmission control report from the despatching machine showing the relevant number of pages, the correct destination fax machine number and the result of the transmission as "OK",

but if the result is that a Notice would be taken to be given or made on a day which is not a business day in the place to which the Notice is sent or is later than 4.00 pm (local time) it will be taken to have been duly given or made at the commencement of business on the next business day in that place.

19.2 Waiver

- (a) A single or partial exercise or waiver of a right relating to this Agreement will not prevent any other exercise of that right or the exercise of any other right.
- (b) A party will not be liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

19.3 Computation of Time

Where time is to be reckoned by reference to a day or event, that day or the day of that event is excluded.

19.4 Assignment

Neither party will assign, novate, transfer or otherwise deal with any right or obligation under this Agreement, including this entire Agreement, without the other party's prior written consent.

Executed by the parties as an agreement this

day of May 2001

Signed on behalf of the **Australian**)
Cricket Board by its Chief Executive)
Officer in the presence of:)

.....
Signature of CEO

.....
Witness

.....
Print Name

.....
Print Name

Signed on behalf of the **Australian**)
Cricketers' Association by its)
Chief Executive Officer in the)
presence of:)

.....
Signature of CEO

.....
Witness

.....
Print Name

.....
Print Name