

## Water Polo Australia Limited

### Athlete Agreement

THIS AGREEMENT dated [ ] day of [ ] [ ] is entered into between:

1. Water Polo Australia Limited ACN 159 573 403 whose registered office is situated at Level 2 Building B 6 Figtree Drive Sydney Olympic Park NSW 2127 (“**Water Polo Australia**”); and
2. [ATHLETE’S NAME] (the “**Athlete**”).

Together the “**Parties**”.

### BACKGROUND

1. Water Polo Australia is the Australian national governing body for the sport of water polo.
2. This Agreement establishes the basis on which the Athlete will be supported by Water Polo Australia as a member of the Water Polo Australia High Performance Program.
3. This Agreement is to be read in conjunction with any Team Agreements to which the Athlete is a party by virtue of the Athlete being selected in any Team, National Team or National Squad.
4. It is intended by the Parties that this Agreement replaces any earlier agreement entered into by the Parties before the Commencement Date in relation to the same subject matter.

### OPERATIVE PROVISIONS

#### 1 Definitions and Interpretation

- 1.1 Capitalised terms set out in this Agreement shall have the meanings set out in **Schedule 1**.
- 1.2 Unless expressly stated to the contrary:
  - (a) The indexes and headings to the clauses and schedules of this Agreement are for reference only and shall not otherwise affect its construction.
  - (b) Any reference in this Agreement to a clause is unless otherwise stated a reference to that clause which appears in this Agreement.
  - (c) Any reference to a clause of a schedule or incorporated document is a reference to that clause as it appears in that schedule or incorporated document.
  - (d) References in this Agreement to any other document shall be deemed to include references to that document as varied, supplemented, substituted, novated or assigned from time to time in accordance with the provisions thereof.
  - (e) A reference to ‘dollars’, “\$A”, “A\$”, “AUD\$” or ‘\$’ is a reference to Australian currency.

- (f) A reference to gender includes a reference to all other genders.
- (g) References to the exercise of powers and functions by Water Polo Australia shall include references to the functions of Water Polo Australia which it delegates to the Chief Executive Officer, the High Performance Manager or its coaching staff.

## **2 Term and Rules**

- 2.1 Subject to the terms and conditions of this Agreement, Water Polo Australia shall provide to the Athlete the benefits of the Water Polo Australia High Performance Program described in **Schedule 3**.
- 2.2 The operative term of this Agreement commences on the date specified in **item 1 of Schedule 2** and shall remain in force until the date specified in **item 2 of Schedule 2** subject to any earlier termination pursuant to the terms of this Agreement.
- 2.3 The Athlete hereby agrees with Water Polo Australia that she is bound by:
  - (a) the Water Polo Australia Rules.
  - (b) the Australian Olympic Committee Rules.
  - (c) the FINA Rules.
  - (d) the International Olympic Committee Rules
  - (d) the FINA Water Polo Rules.
  - (e) Any decision, determination or reasonable direction of Water Polo Australia or FINA.
  - (f) Any rules, regulations or directions of, or legislation governing WADA or ASADA.
  - (g) The LEN Rules.
- 2.4 The Parties confirm and acknowledge that this Agreement and the rights and obligations undertaken by the Parties hereto reflect the special relationship and characteristics involved in the participation by athletes in elite sport. The Parties accordingly agree that all matters of dispute in relation to the rights and obligations of the Parties hereto and otherwise pursuant to the Rules including as to termination of this Agreement shall be submitted to (and the Parties hereto accept the jurisdiction and all appropriate determinations of) such tribunal, panel or other body (including in respect of any appeal therefrom) pursuant to the provisions of, and in accordance with, the procedures and practices under this Agreement and the Water Polo Australia Rules.

## **3 Obligations, Undertakings and Acknowledgements of the Athlete**

- 3.1 The Athlete agrees:
  - (a) when directed by Water Polo Australia to, upon reasonable notice being given to the Athlete, to:
    - (1) attend and participate in all training camps, coaching sessions, promotional activities and events, and other activities of the Water Polo Australia High Performance Program as required by Water Polo Australia;

- (2) attend and participate in all assessments organised by or on behalf of Water Polo Australia, including without limitation:
    - (A) strength and conditioning assessments;
    - (B) medical assessments;
    - (C) skill level assessments; and
    - (D) psychological assessments.
  - (3) relocate their ordinary place of residence or attend at any reasonable place for the purposes of and to participate in training and match preparation.
  - (4) attend any related training organised by or at the direction of Water Polo Australia, including:
    - (A) media training; or
    - (B) anti-doping education.
  - (b) represent Australia and compete as a member of a National Squad or National Team should the Athlete be selected, and to be available for selection and to train and play with any State or Territory and other representative teams which the Athlete is eligible for.
  - (c) except to the extent prevented by injury or illness, to maintain a high standard of physical fitness at all times as expected by the High Performance Manager.
  - (d) play and train to the best of her skill and ability at all times, and to exercise her best endeavours to ensure maximum performance while undertaking all activities in connection with this Agreement.
  - (e) undertake such other duties and to participate in such other activities as are consistent with the performance of her duties under clauses 3.1(a) to 3.1(c) (inclusive) and as are reasonably required by Water Polo Australia of the Athlete.
  - (f) further to her general obligations under clause 2.3 of this Agreement, the Athlete must not at any time:
    - (1) Use, be in Possession of or engage in the Administration of any Illicit Substance.
    - (2) have present in her body tissue or fluid any Illicit Substance or any indication that an Illicit Substance has been present in her body.
    - (3) Engage in any conduct constituting Trafficking of any Illicit Substance.
- For the purposes of this clause 3.1(f) the terms **“Use”**, **“Possession”** and **“Trafficking”** have the same meanings as set out in the WADA World Anti-Doping Code.
- (h) not represent or seek to represent any country other than Australia in water polo or any other sport or do any other act or thing which would

or might cause the Athlete to become ineligible under the Rules to represent Australia in the sport of Water Polo.

- (h) observe and play in accordance with the FINA Water Polo Rules when playing water polo.
- (i) observe and act in accordance with the Rules.
- (j) on the termination of this Agreement for any reason, to return to Water Polo Australia in a reasonable and proper condition any property which has been provided or made available by Water Polo Australia to the Athlete in connection with this Agreement.
- (k) adhere to all reasonable requests with respect to behaviour, dress standards and all other matters.
- (l) cooperate with Water Polo Australia including by complying with all reasonable directions and lawful instructions of the Chief Executive Officer, the High Performance Manager and all other authorised officials, and all coaching and management staff.
- (m) wear any official clothing at training, coaching and official functions as directed by Water Polo Australia.
- (n) as far as practicable, do all things reasonably necessary to promote the best interests, image and welfare of Water Polo Australia and the sport of water polo.

3.2 The Athlete agrees that she shall not:

- (a) when playing or training wear anything (including jewellery) which is or could be dangerous to her or any other person.
- (b) knowingly, recklessly or carelessly do, write or say anything or omit to do anything which in the sole opinion of Water Polo Australia is likely to bring Water Polo Australia or the sport of water polo into disrepute, cause the Athlete or Water Polo Australia to be in breach of the Rules, or cause damage to Water Polo Australia or its officers or employees or any Official.
- (c) engage in any conduct (whether publicly known or not and whether before or after the date of this Agreement) which:
  - (1) has brought, brings or would have the tendency to bring the Athlete, Water Polo Australia or the sport of water polo into disrepute or censure;
  - (2) might impair public confidence in the Athlete, Water Polo Australia or the sport of water polo; or
  - (3) is or would have the tendency to be inconsistent with, contrary to or prejudicial to the best interests, image or values of Water Polo Australia, any sponsor or corporate partner of Water Polo Australia or the sport of water polo.
- (d) engage in any conduct which might impair the public confidence in the honesty or integrity of any employee of Water Polo Australia, any fellow teammate or competitor or any Official.

- (e) intentionally strike or attack any other player in any manner which would constitute an intentional assault on that other player.
  - (f) enter into any contract for, agree to, or play water polo for any organisation outside of Australia, unless the Athlete obtains the prior written consent of Water Polo Australia, such consent which will not be unreasonably withheld and provided that the Athlete provides a copy of any such contract to Water Polo Australia on request.
- 3.3 Any Condition of the Athlete shall immediately be reported by her or on her behalf to Water Polo Australia.
- 3.4 The Athlete acknowledges that her ongoing involvement in the Water Polo Australia High Performance Program is contingent upon their:
- (a) performance in matches;
  - (b) participation in training and other activities organised by or at the direction of Water Polo Australia;
  - (c) adhering to the training, development and strength and conditioning criteria established by Water Polo Australia; and
  - (d) attitude, cooperation, dedication and diligence.
- 3.5 The Athlete authorises:
- (a) Water Polo Australia appointed representative to obtain any information considered relevant, from any Health Care Provider which the Athlete has consulted or will consult, in respect of a Condition which may affect her training or performance in competition.
  - (b) each Health Care Provider who the Athlete has consulted or will consult in respect of a Condition which may adversely affect the Athlete's health or training or performance in competition to provide and release any information considered relevant to the Chief Medical Officer.
  - (c) any Health Care Provider who the Athlete has consulted or who the Athlete will consult to provide and release to Water Polo Australia any information or evidence obtained during such a consultation that indicates that:
    - (1) the Athlete may have committed an Anti Doping Rule Violation; or
    - (2) another person may have committed an Anti Doping Rule Violation.
  - (d) any Health Care Provider that the Athlete has consulted or who the Athlete will consult to provide and release information relevant to any Condition that the Athlete may suffer from to the Chief Medical Officer should the Health Care Provider consider that:
    - (1) the Condition has the potential to adversely affect the Athlete's health;
    - (2) the Condition has the potential to adversely affect the Athlete's training or performance in competition; or
    - (3) consultation with another Health Care Provider is appropriate for the treatment or management of the Condition.

- (e) Water Polo Australia to provide and release:
  - (1) details of any Condition referred to in clauses 3.5(a), (b) and (d); and
  - (2) information or evidence referred to in clause 3.5(c);

to any Health Care Provider, the High Performance Manager and any other Water Polo Australia personnel having a need to know this information for the purpose of administering the Water Polo Australia High Performance Program.

- (f) Water Polo Australia to retain any medical information obtained in respect of the Athlete and the results of any tests or examinations carried out on the Athlete for use in research and publication in medical or scientific papers provided that such publication is done in such a way that the Athlete's identity is not disclosed and that her anonymity is preserved.

3.6 The Athlete acknowledges that:

- (a) Water polo is an inherently risky sport and that she accordingly accepts all risks involved in training, competing and otherwise participating in activities related to or forming part of the Water Polo Australia High Performance Program.
- (b) She is solely responsible for all medical and similar expenses arising out of any injury or illness suffered during the Term in connection with the Water Polo Australia High Performance Program and that she should take out the appropriate insurances to cover herself in respect of such expenses and any other losses which might be suffered by her as a result of sustaining any such injury or illness.

3.7 The Athlete agrees that:

- (a) Water Polo Australia collects Personal Information when considering applications for admission to the Water Polo Australia High Performance Program and while administering the Water Polo Australia High Performance Program.
- (b) Water Polo Australia may store Personal Information that it has collected regarding the Athlete in any form and the Chief Executive Officer and any Water Polo Australia officers, employees, agents or contractors authorised by the Chief Executive Officer may access this Personal Information provided that the person accessing the Personal Information is reasonably required to access the Personal Information for the purposes of that person's employment or contract with Water Polo Australia.
- (c) Water Polo Australia may disclose Personal Information that it has collected regarding the Athlete to relevant third parties for the purposes of:
  - (1) investigating possible Anti Doping Rule Violations;
  - (2) administering and enforcing applicable anti doping policies;
  - (3) reporting on the administration and enforcement of applicable anti doping policies to governmental and non-governmental organisations who have a legitimate interest in anti-doping activities, in Australia and elsewhere.

- (d) Water Polo Australia may disclose Personal Information that it has collected regarding the Athlete to the:
  - (1) Australian Olympic Committee;
  - (2) FINA;
  - (3) Any State or Territory academy or institute of sport of which the Athlete is a scholarship holder;
  - (4) the Australian Sports Anti Doping Authority; or
  - (5) the World Anti Doping Agency.

3.8 For the purposes of determining whether the Athlete has in her possession any evidence of any Prohibited Substance or Prohibited method, the Athlete authorises Water Polo Australia and its authorised officers to:

- (a) search the Athlete's bags and possessions which the Athlete may bring to the Event;
- (b) search the clothing and person of the Athlete while the Athlete is a member of the Team; and
- (c) take and retain any substance or evidence of the use of a Prohibited Substance or Prohibited Method which is discovered as a result of any search and which is believed to be a Prohibited Substance or Prohibited Method (which Water Polo Australia may have analysed at its expense in order to determine whether it is a Prohibited Substance or Prohibited Method; but will return to the Athlete in the event that it is determined that it is not a Prohibited Substance or Prohibited Method).

#### **4 Athlete Benefits and Expenses**

4.1 During the term of the Agreement Water Polo Australia shall provide to the Athlete the benefits as are set out in **Schedule 3**.

4.2 Water Polo Australia may require the Athlete to pay:

- (a) any monies disbursed and / or liabilities incurred by Water Polo Australia on behalf of the Athlete with the Athlete's prior consent.
- (b) any other monies (but not claims for damages or compensation) which can be clearly established to be properly due from the Athlete to Water Polo Australia.

4.3 Any payments or provision of benefits to the Athlete under this Agreement are inclusive of any amount of taxation, levy, charge or other impost imposed by statute or regulation. The Athlete is solely liable for the payment of any such amount to any applicable authority.

#### **5 Obligations of Water Polo Australia**

5.1 In addition to its obligations set out elsewhere in this Agreement, Water Polo Australia shall:

- (a) observe the Rules.

- (b) provide the Athlete each year with access (via the internet or otherwise) to copies of the Rules which affect the Athlete.
- (c) keep a record of all Conditions reported by the Athlete under clause 3.3.
- (d) deliver the Water Polo Australia High Performance Program as specified in this Agreement subject to any variations to the Program determined by Water Polo Australia.

## **6 Further Agreements**

- 6.1 Water Polo Australia may require the Athlete to enter into separate agreements in the event that the Athlete is selected by Water Polo Australia as a member of any particular squads or teams.

## **7 Commercial and Intellectual Property Rights**

- 7.1 The Athlete agrees that, during the Term, if requested to do so by Water Polo Australia, she will participate in up to six (6) (or more if agreed by the Parties) Public Relations Activities each year provided that such activities do not impact on the Athlete's training or competition commitments.

- 7.2 The Athlete agrees to fulfil her obligations under clause 7.1 at no charge to Water Polo Australia, although Water Polo Australia shall reimburse the Athlete in respect of any expenses or losses (such as bona fide loss of income) reasonably incurred by the Athlete.

- 7.3 The Athlete acknowledges and agrees that she shall be required, during the Term, to:

- (a) within thirty (30) days of signing this Agreement (and within 30 days after the Athlete enters into any Commercial Arrangements after the Commencement Date), disclose in writing to the High Performance Manager, details of any existing Commercial Arrangements to which the Athlete is a party, including details of the counterparties and any provisions that may conflict with the Athlete's obligations under this Agreement.
- (b) not, without prior consultation with Water Polo Australia, agree to any new Commercial Arrangements where the terms may be inconsistent with this Agreement or any commercial arrangements to which Water Polo Australia is a party and where those commercial arrangements have been notified to the Athlete.
- (c) comply with the requirements of any sponsorship agreement entered into by Water Polo Australia for the benefit of Water Polo Australia, except where the requirements of that sponsorship agreement conflict with any existing Commercial Arrangement that the Athlete disclosed under clause 7.3(a).

- 7.4 The Athlete provides at no cost to Water Polo Australia authorisation to enable Water Polo Australia to use and sub-licence the use of the Athlete Images and Attributes for the purposes of promoting Water Polo Australia provided that:

- (a) Water Polo Australia shall not use or sub-licence any Athlete Images or Attributes in such a manner that would reasonably constitute a personal endorsement by the Athlete of any goods or services; and
- (b) The Athlete Image and Attributes of the Athlete shall not be sub-licensed by Water Polo Australia to a sponsor or commercial partner in the event that the Athlete is a party to a contract with a competitor of that sponsor or commercial partner permitting the use of any part or all of her Athlete Image



and Attributes and in the event that the contract to which the Athlete is a party and provided that the relevant agreement has been disclosed to Water Polo Australia in accordance with the requirements of this Agreement.

## **8 Breach and Termination**

8.1 This Agreement may be terminated by:

- (a) Water Polo Australia if the Athlete breaches any of her obligations set out in this Agreement and the breach continues for a period of fourteen (14) days after notice in writing by Water Polo Australia to the Athlete requiring the breach to be remedied.
- (b) Water Polo Australia immediately by serving written notice in the event that the Athlete is in the opinion of Water Polo Australia guilty of Gross Misconduct.
- (c) Water Polo Australia immediately by serving written notice in the event that the Chief Executive Officer is of the opinion formed on a reasonable basis that the Athlete's performance is unsatisfactory to warrant ongoing involvement in the Water Polo Australia High Performance Program.
- (d) The Athlete, if Water Polo Australia is in breach of any of its obligations set out in this Agreement and the breach continues for a period of 14 days after notice in writing by the Athlete to Water Polo Australia requiring the breach to be remedied.
- (e) The Athlete within 14 days after receiving any written notice of Water Polo Australia's variation of the terms of this Agreement.

8.2 Further to the rights which may accrue to Water Polo Australia under clause 8.1, in the event that the Athlete breaches any part of this Agreement then Water Polo Australia may, at its discretion:

- (a) Exclude the Athlete from the Water Polo Australia High Performance Program or any part of it.
- (b) Restrict the benefits which the Athlete would otherwise have received under this Agreement.
- (c) Exclude or place conditions on the Athlete's participation as a member of any Team, National Squad or National Team.
- (d) Give notice to the Athlete of its decision to amend this Agreement by imposing whatever conditions it thinks fit, which must be met by the Athlete and failing which Water Polo Australia may exercise its right to terminate this Agreement under clause 8.1(a).
- (e) Impose any other sanction on the Athlete which Water Polo Australia deems to be appropriate in the circumstances.

## **9 Warranties**

9.1 The Athlete represents and warrants to Water Polo Australia that:

- (a) As at the date of this Agreement she is fit to train for and play elite water polo and is, and will remain, able to perform her obligations under this Agreement without exposing herself to a greater than usual risk to health or a greater than usual risk of injury.

- (b) Whenever circumstances permit she shall give Water Polo Australia reasonable notice of her intention to make any statements or contributions to the public media in order to allow Water Polo Australia to make those representations on her behalf if it so desires.
- (c) She is an Australian citizen or, if she is not an Australian citizen, she is taking all reasonable steps to become one (and that she will notify Water Polo Australia as soon as the outcome of her application for Australian citizenship is notified to her).
- (d) As at the date of this Agreement she has not represented any country other than Australia in any sport otherwise than as notified by the Athlete to Water Polo Australia in writing before the date of this Agreement.
- (e) She has notified Water Polo Australia of all Conditions which exist as at the date of this Agreement.

## **10 Liability and Indemnity**

- 10.1 Neither Water Polo Australia Limited nor its employees, officers, agents, sub-contractors or assignees (hereinafter together referred to as the “**Water Polo Australia**” for the purposes of this clause 10) shall be liable to the Athlete or her trustees or assigns in respect of the death or personal injury of the Athlete save as to which is caused by or contributed to by the negligence of Water Polo Australia and where Water Polo Australia cannot exclude or reduce such liability by operation of law.
- 10.2 The Athlete hereby indemnifies Water Polo Australia and its employees, officers, agents, sub-contractors and assignees from and against all any and all liability, costs, losses, judgments, reasonable legal costs, damages, claims and expenses suffered by Water Polo Australia arising out of or in connection with any breach of this Agreement by the Athlete, or where any loss or damage to any property or injury to or death of any person is caused by the wilful or negligent act or omission of the Athlete.

## **11 General**

- 11.1 This Agreement shall be governed by and construed in accordance with the laws in force in New South Wales and the Parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales and courts vested with jurisdiction to hear appeals from the Courts of New South Wales.
- 11.2 Each Party when called upon to do so by the other Party shall execute all such instruments, and do all such acts and things as may be necessary to give effect to the terms of this Agreement.
- 11.3 Waiver of any right arising from a breach of this Agreement or of any right, power, authority, discretion or remedy arising upon a breach or default under this Agreement must be in writing and signed by the Party granting the waiver.
- 11.4 Nothing in this Agreement creates any relationship of employment, agency or partnership between the Parties.
- 11.5 Water Polo Australia:
  - (a) May vary the terms of this Agreement provided that Water Polo Australia first provides the Athlete with not less than 28 days notice of the intended variations to this Agreement, save in the event of Water Polo Australia giving notice of amendment to the Agreement under clause 8.2(d), in which case the

Agreement shall be amended accordingly upon Water Polo Australia giving such notice.

- (b) Reserves the right to alter the terms of this Agreement in the event that it does or is likely to become the case that Water Polo Australia will or might remunerate the Athlete.
- 11.6 Subject to clause 11.5, any variation of this Agreement shall have no effect unless it is recorded in writing and duly signed by each of the Parties.
- 11.7 Where the Athlete has not attained the age of 18 years by the date that this Agreement is entered into, the Athlete and her parent / guardian (who both have executed this agreement on the signing page) each acknowledge that this Agreement is for the benefit of the Athlete.
- 11.8 This Agreement may be executed in any number of counterparts and all counterparts, taken together, constitute one instrument. A party may execute this Agreement by executing any counterpart.

**EXECUTED AS AN AGREEMENT** the day first hereinbefore mentioned:

**EXECUTED** for and on behalf of **Water Polo Australia Limited ACN 159 573 403** by its duly authorised representative in the presence of:

\_\_\_\_\_  
Signature of Authorised Representative  
Print Name:

\_\_\_\_\_  
Signature of Witness

Print Name:

**SIGNED** by [insert full name of athlete] in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

**SIGNED** by the parent / guardian of the abovenamed athlete (who is under the age of 18 years) in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print name

## Schedule 1

### Definitions

**Anti Doping Rule Violation** has the same meaning as given to that term in the WADA World Anti Doping Code and includes any breach of any applicable Rules relating to doping.

**Agreement** means this deed of agreement, the schedules to this deed of agreement and each document incorporated by reference into this agreement.

**ASADA** means the Australian Sports Anti Doping Authority established pursuant to the *Australian Sports Anti Doping Authority Act 2006* (Cth)

**Athlete Image and Attributes** means the name, nickname, likeness, image (including any footage of the Athlete training or playing the sport of water polo), voice, photograph, likeness, caricature, any identifying characteristics or marks, signature, biographical material, or performance, in each case in whatever format.

**Australian Olympic Committee** means Australian Olympic Committee Incorporated ARBN 052 258 241.

**Australian Olympic Committee Rules** means the constitution, rules, regulations, by-laws, directions and decisions of the Australian Olympic Committee.

**Australian Sports Anti Doping Authority** means the Australian Sports Anti Doping Authority established pursuant to the *Australian Sports Anti Doping Authority Act 2006* (Cth).

**Chief Executive Officer** means the chief executive officer from time to time of Water Polo Australia.

**Chief Medical Officer** means the chief medical officer or any other sports medicine coordinator appointed by Water Polo Australia to provide medical services to Water Polo Australia and athletes in the Water Polo Australia High Performance Program.

**Commercial Arrangement** means any contract, arrangement or understanding entered into by the Athlete for the purpose of the exploitation, licence or use of the Athlete's Athlete Image and Attributes (or any part thereof).

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

**Event** has the same meaning as set out in the applicable WADA-compliant Water Polo Australia Rules which relate to anti-doping.

**FINA** means Fédération Internationale de Natation.

**FINA Rules** means the constitution, rules, regulations, by-laws, directions and decisions of FINA.

**FINA Water Polo Rules** means the rules for the playing of the sport of water polo made by FINA and as amended, supplemented, altered and replaced from time to time.

**Gross Misconduct** means serious or persistent conduct, behaviour, activity or omission by the Athlete involving one or more of the following:

- (a) theft or fraud;
- (b) deliberate and serious damage to Water Polo Australia's property;
- (c) commission of an Anti Doping Rule Violation;
- (d) incapacity through alcohol affecting the Athlete's performance as a athlete; or

(e) breach of or failure to comply with any of the terms of this Agreement

or such other similar or equivalent serious or persistent conduct, behaviour, activity or omission by the Athlete which Water Polo Australia reasonably considers to amount to gross misconduct.

**Illicit Substance** means any “Prohibited Drug” for the purpose of the *Drug Misuse and Trafficking Act 1985* (NSW) or any substance listed in sections S6, S7 or S8 of the WADA Prohibited List.

**Health Care Provider** means medical doctors, medical specialists, consultants, psychologists, physiotherapists and other therapists or practitioners who provide services related to physical and mental health.

**High Performance Manager** means the high performance manager from time to time of Water Polo Australia.

**International Olympic Committee** means the International Olympic Committee incorporated in 1894 as the international body responsible for leading the Olympic Movement.

**International Olympic Committee Rules** means the constitution, rules, regulations, by-laws, directions and decisions of the International Olympic Committee.

**LEN** means Ligue Européenne de Natation.

**LEN Rules** means the constitution, rules, regulations, by-laws, directions and decisions of LEN.

**National Squad** means a representative squad selected by Water Polo Australia.

**National Team** means a representative team selected by Water Polo Australia.

**Official** means and includes any referees, touch judges, interchange officials, sin-bin operators, timekeepers, ground managers and any other person who assists in the preparation for or the conduct of a water polo match.

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

**Public Relations Activities** includes promotional, media and similar appearances for the purposes of promoting either the sport of water polo or the commercial and other partners of Water Polo Australia.

**Rules** means the Australian Olympic Committee Rules, the FINA Rules, the FINA Water Polo Rules, the International Olympic Committee Rules, the Water Polo Australia Rules and the LEN Rules.

**Team** means any touring party, team, squad or similar which is selected or nominated by Water Polo Australia.

**Team Agreement** means an agreement between Water Polo Australia and the Athlete entered into on account of the selection of the Athlete in a Team, National Team or National Squad.

**WADA** means the World Anti-Doping Agency.

**WADA World Anti-Doping Code** means the World Anti-Doping Code 2015 and any modification, amendment or replacement of it.

**WADA Prohibited List** means the Prohibited List International Standard published each year and in force from 1 January in each calendar year by WADA under the WADA World Anti-Doping Code.

**Water Polo Australia High Performance Program** means the high performance program of Water Polo Australia, which is more fully described in **Schedule 3**.

**Water Polo Australia Rules** means the statutes, rules, regulations, by-laws, policies and other similar documents adopted by Water Polo Australia and as amended from time to time.

## Schedule 2

<b>ITEM</b>	<b>TERM</b>	<b>PARTICULARS</b>
Item 1	Commencement Date	1 January 2017 or the date of this Agreement, whichever is the latter.
Item 2	Termination Date	31 December 2020.



### **Schedule 3**

#### **Water Polo Australia High Performance Program**

The Water Polo Australia High Performance Program is designed to build depth in the national team program, strengthen the high performance delivery network and result in sustainable podium performances at major international competition peaking at the Olympic Games.

This is delivered in six priority areas – coaching, athletes, daily training environment, research and innovation, leadership, competition.

In partnership with the Australia Sports Commission, Australian Institute of Sport (AIS) and State Institute and Academies of Sport (SIS/SAS), the high performance program across men, women, senior, junior and youth national squad athletes.

The SIS/SAS through identified national training centres (NTC) provide the daily training environments (DTE) to current and targeted national squad athletes.

Along with the AIS and state sporting organisations (SSO), the SIS/SAS/SSO network plays a key role in supporting the national athlete pathway.

Water Polo Australia provides the leadership and direction to the NTC to deliver the DTE and provide athletes with training and competition opportunities. Water Polo Australia manages and delivers the national team program that prepare athletes for major international competitions, i.e. World Championships, World Cup, World League, World University Games and the Olympic Games.

#### **Benefits of Membership of the Water Polo Australia High Performance Program**

1. The opportunity to be a member of selected national teams and to compete in international events.
2. Direct athlete financial support paid by the Australian Sports Commission subject to a separate agreement relating to any such support, dependent upon your level of involvement and eligibility as determined by the Australian Sports Commission and Water Polo Australia.
3. The services of coaches and other medical and service support staff within your DTE and national team programs.
4. Administrative support to facilitate participation in the Water Polo Australia program.
5. Public relations and media advice.
6. Tickets to events as made available to athletes by the event organiser.
7. Team uniform and other items of clothing.
8. Promotion of the Water Polo Australia program and nationally identified athletes.
9. Access to Water Polo Australia's Personal Excellence support assisting with sport, career, education and life balance.