

ROWING AUSTRALIA PARA PARTICIPANT AGREEMENT

NOMINATION FOR PARA-ATHLETE CATEGORISATION AND NOMINATION AND MEMBERSHIP OF NATIONAL TEAM

Rowing Australia Limited and the Participant agree to the terms and conditions of this Agreement. This Agreement comprises:

- Part 1 – Specific Terms; and
- Part 2 – Standard Terms.

Part 1 – Specific Terms

RA	ROWING AUSTRALIA LIMITED ACN 126 080 519 Address: 21 Alexandrina Drive, Yarralumla, ACT, 2600 Email: pthompson@rowingaustralia.com.au Telephone: (02) 6100 1115
Participant	Participant, means you, the participant nominating for membership of the 2025 Australian Para-Rowing Team and whose personal details were entered on the nomination form that corresponds with this Participant Agreement.
RA Policies	<p>The Participant acknowledges and agrees that the Participant has access to and will be bound by and observe the terms and conditions of the RA Policies.</p> <p>The RA Policies are the policies, codes, by-laws and rules of RA as in force from time to time including without limitation, the following:</p> <ul style="list-style-type: none">▪ the various policies that comprise the National Integrity Framework including, without limitation, the following:<ul style="list-style-type: none">▪ Member Protection Policy▪ Safeguarding Children and Young People Policy▪ Improper Use of Drugs and Medicine Policy▪ Competition Manipulation and Sport Wagering Policy▪ Complaints, Disputes and Discipline Policy▪ Code of Conduct

- Personal Grievances Policy
- Anti-Doping Policy
- Media Policy
- Uniform Policy
- Medical Management Policy
- National Selection and Appeals Policies (including Event Requirements)
- Athlete Categorisation Nomination Guidelines
- Privacy Policy
- Sports Foods, Medical and Performance Supplement Policy
- National Squad SSSM Reconciliation Policy
- Para-Rowing Classification Policy
- Environmental Sustainability Policy
- On-Water Safety Code and Guidelines
- Extreme Heat Recommendations
- Policy on Medical Services provisions at Rowing Australia conducted events
- Fundraising Guidelines
- No Needles Policy
- Rowing Australia Cardiac Screening Guidelines
- Behaviour and Discipline Policy
- WHS & Risk Management Framework

and other Policies as notified by RA from time to time.

Commercial Arrangements	Details of the Participant's existing Commercial Arrangements at the date of the Participant's nomination to a National Team, including any sponsorships or endorsements, are to be fully disclosed in the Participant's Nomination Form which must be completed by no later than 5:00pm AEST on Friday 4 October 2024.
Athlete Agreements	Details of the Participant's existing Athlete Agreements are to be emailed to wdiplock@rowingaustralia.com.au by no later than 5:00pm AEST on Friday 4 October 2024.
Commencement Date	The date of submission of the Participant's Nomination Form or the date the Participant first competes at an RA event in the 2024/2025 season (whichever is the earlier).
End Date	31 st December 2025.

Acknowledgements (Participants aged 18 years or over)

I acknowledge and agree that prior to agreeing to this Agreement I was advised that I should obtain independent legal advice in relation to it and that I was given a reasonable opportunity to obtain that advice if I wished to do so.

I acknowledge and agree that this Agreement is for my benefit and I am bound by this Agreement.

I acknowledge and agree that I have read and fully understand this Agreement, and that I acknowledge and agree to the terms, conditions and acknowledgements within it, which comprises the Specific Terms (Part 1) and the Standard Terms (Part 2).

Signature: Click or tap here to enter text.

Name: Click or tap here to enter text.

Date: Click or tap to enter a date.

Acknowledgements (Participants aged under 18 years)

I acknowledge and agree that I am the Participant's parent and/or legal guardian.

I acknowledge and agree that this Agreement is for the benefit of the Participant and the Participant is bound by this Agreement.

On behalf of the Participant, I acknowledge and agree that I have read and fully understand this Agreement, and that I acknowledge and agree to the terms, conditions and acknowledgements within it, which comprises the Specific Terms (Part 1) and the Standard Terms (Part 2) on behalf of the Participant.

Parent/ Legal Guardian Signature: Click or tap here to enter text.

Name: Click or tap here to enter text.

Date: Click or tap to enter a date.

Contents

Part 1 – Specific Terms	1
Part 2 – Standard Terms	6
1. Interpretation	6
2. Introduction	8
3. Participant’s Undertakings	9
4. Behaviour and conduct	11
5. Medical and personal information and treatment	12
6. Privacy	12
7. Direct Athlete Stipend and Other Athlete Support	13
8. Public relations, RA Functions, sponsorship and Intellectual Property Rights	13
9. Disciplinary issues and termination of the Agreement	15
10. Liability of RA	16
11. Work Health and Safety	17
12. Varying this Agreement	17
13. General	18

Part 2 – Standard Terms

THE PARTIES HEREBY AGREE

1. Interpretation

1.1. *Meaning of expressions and words*

In this Agreement (unless the context otherwise requires):

Agreement means this agreement and includes the Specific Terms, the Standard Terms and all schedules, annexures and attachments (if any).

AIS means the Australian Institute of Sport.

Anti-Doping Policy means the Anti-Doping Policy approved and adopted by RA as amended or replaced from time to time and includes all schedules, annexures and attachments to it.

APC means the Australian Paralympic Committee.

ARTeam Code means the relevant code or codes of conduct annexed to this Agreement as varied by RA from time to time.

Athlete Agreement means and includes without limitation an agreement entered into by an Athlete with a national body (such as, for example, the AOC) or a state body (such as, for example, a Member Association or state institute or academy of sport).

Athlete Consent for Disclosure of Medical and Personal Information means the Athlete Consent for Disclosure of Medical and Personal Information terms (set out in the RA Medical Management Policy) as amended or replaced from time to time.

Athletes include oarsmen, oarswomen and coxes.

Athlete Categorisation means the process of grading Athletes conducted by RA in accordance with the Athlete Categorisation Nomination Guidelines.

CEO means the Chief Executive Officer for the time being of RA, and in the absence of any such person, then the person nominated by RA as the delegate of the CEO for the purposes of this Agreement.

CM means the Commercial Manager for the time being of RA, and in the absence of any such person, then the person nominated by RA as the delegate of the CM for the purposes of this Agreement.

Coach means any coach appointed by Rowing Australia from time to time, and includes a Head Coach (if any).

Commencement Date means the commencement date specified in the Specific Terms.

Commercial Arrangements means sponsorships, endorsements, appearances or similar commercial arrangements.

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

End Date means the end date specified in the Specific Terms.

Event means World Championship, World Beach Sprint Finals, World Cup, Paralympic Games, Under 23 World Championships, Junior World Championships, International Regatta or other event for which the Participant has nominated for selection or been selected.

Event Governing Body means the governing body or bodies having responsibility or jurisdiction in relation to the conduct of or participation at the Event, and includes without limitation RA, World Rowing, the IPC, the APC, RA and WADA.

Event Requirements means the trialling calendar and documentation that is supplementary to the RA Selection Policy, in relation to the Event, as issued and amended from time to time by RA.

Intellectual Property Rights include, without limitation, all current and future registered and unregistered rights subsisting in patents, copyright, trademarks, trade names, logos, designs, images (including photographs, video and film), service marks or performance rights.

IPC means the International Paralympic Committee.

Member Association means the rowing associations recognised from time to time by RA as the bodies controlling rowing in the respective States and Territories of the Commonwealth of Australia.

National Integrity Framework means the various policies of RA that comprise the National Integrity Framework (including, without limitation, the Member Protection Policy, Safeguarding Children and Young People Policy, Improper Use of Drugs and Medicine Policy, Competition Manipulation and Sport Wagering Policy and the Complaints, Disputes and Discipline Policy).

National Squad means the National Squad (if any) specified or provided for in an Event Requirements, for formation prior to selection of Participants in a National Team.

National Team means the National Team selected to compete at the Event.

Nomination Form means the nomination form specified in the Event Requirements in respect of the Event, and includes without limitation the RA Medical Management Policy, the Athlete Consent for Disclosure of Medical and Personal Information, and all other schedules, annexures, and attachments to it.

Officials includes support staff and coaches.

Participant means the person described as the Participant in the Specific Terms.

Party means RA or the Participant, and **Parties** means both of them.

Performance Director or **PD** means the person appointed from time to time as the Performance Director (or equivalent) of Rowing Australia, or an authorised delegate or nominee of the person holding that position.

Principal Medical Officer means the person appointed from time to time as the Principal Medical Officer (or equivalent) of Rowing Australia, or an authorised delegate or nominee of the person holding that position.

Public Relations Activities means, without limitation, media, promotional, commercial partner or other activities as directed by RA from time to time.

RA means Rowing Australia Limited ACN 126 080 519.

RA Functions means functions organised or supported by RA.

RA Policies means the policies, codes, by-laws and rules of RA as in force from time to time including, without limitation, those referred to in the Specific Terms, and the ARTeam Code.

RA Premises means the respective Rowing Australia premises located at:

- 21 Alexandrina Drive, Yarralumla ACT 2600;
- Lots 14-20 DP15601, Bruce Neale Drive, Penrith NSW 2750; and
- any other premises where work is carried out for RA's business, including without limitation, all office space, athlete facilities, gymnasium, boatshed and amenities.

RA Rules means the RA Rules of Racing and Related By-Laws as amended or replaced from time to time and includes all schedules, annexures, appendices and attachments to it.

RA Website means www.rowingaustralia.com.au, and/or any other official website of RA.

Selection Policy means the selection policy as amended from time to time and includes without limitation the appendices and the Event Requirements.

Specific Terms means the specific terms section of this Agreement.

Standard Terms means the standard terms section of this Agreement.

State Based Pathway Program means the program in each rowing State or Territory with the purpose of identifying and developing rowers in that State or Territory who have the potential to be selected for Rowing Australia's national training centres and achieve podium results at the Olympic/Paralympic Games.

Term means the period during which this Agreement continues as provided in clause 2.5.

WHS Laws means the Work Health and Safety Act 2011 (Cth) and any "corresponding WHS law" as defined in that Act.

World Rowing means World Rowing, the governing body of the sport of rowing.

1.2. Interpretation

In this agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) a reference to time is to the Australian Capital Territory, Australia time;
- (c) a reference to a party is to a party to this agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (d) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (e) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (f) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions; and (g) a reference to any legislation or statutory instrument or regulation is construed in accordance with the Acts Interpretation Act 1901 (Cth) or the equivalent State or Territory legislation, as applicable.

1.3. Headings

Headings are for ease of reference only and do not affect interpretation.

2. Introduction

2.1. Application

This Agreement applies to and binds RA and the Participant.

2.2. Minors

If the Participant is a person who has not yet reached eighteen (18) years of age (Minor), a parent or guardian of the Minor will sign or accept this Agreement for an on behalf of the Participant.

2.3. Authority to enter into this Agreement

Each Party represents and warrants to the other Party on a continuing basis that:

- (a) it has full power and authority to enter into, perform and observe its obligations under this Agreement;
- (b) the entering into and performance and observation of its obligations under this Agreement does not contravene any contractual, legal or other obligations or undertakings it may have;
- (c) its obligations under the Agreement are valid, binding and enforceable.

2.4. Advice in relation to this Agreement

The Participant acknowledges that, prior to signing or accepting this Agreement, the Participant was advised by RA that the Participant should obtain independent advice in relation to it and that the Participant was given a reasonable opportunity to obtain that advice if the Participant wished to do so.

2.5. Term of the Agreement

This Agreement commences on the Commencement Date and continues until the End Date unless:

- (a) the Parties enter into another Rowing Australia Participant Agreement (if any) which supersedes and replaces this Agreement;
 - (b) the Agreement is terminated in accordance with clause 9.
-

3. Participant's Undertakings

3.1. Compliance with this Agreement, RA policies and directions

The Participant acknowledges and agrees that the Participant has access to and will be bound by and observe the terms and conditions of:

- (a) this Agreement;
- (b) the RA Policies;
- (c) the Event Requirements for the Event;
- (d) the policies and by-laws of the Event Governing Body;
- (e) the requirements of the World Anti-Doping Agency (**WADA**) and Sport Integrity Australia (**SIA**);
- (f) all reasonable directions of RA including, without limitation, those of the CEO, PD and any Coach;
- (g) the ARTeam Code (as attached at Annexure A); and
- (h) the RA Rules.

The Participant acknowledges and agrees that the documents referred to above may be amended from time to time and that the Participant will observe those documents as amended. Any change or addition to an RA Policy or the ARTeam Code will be notified to the Participant via the RA Website or email (refer clause 13.6).

3.2. Athlete Categorisation

The Participant represents and agrees that:

- (a) the Participant will, during the Term of this Agreement, make themselves available for Athlete Categorisation;
- (b) the Participant will, if categorised into a category as a result of Athlete Categorisation:
 - i. work towards the attainment of their full potential in rowing;
 - ii. maintain a lifestyle conducive to sporting excellence; and
 - iii. demonstrate consistency and self-discipline in and out of training sessions, showing the desire and intention to perform at an elite level and achieve top international performances in competition;
- (c) the Participant will train in the designated location and travel to required domestic competitions for the required durations as directed by RA or the person or organisation nominated by RA as the delegate of RA for the purposes of providing the Participant with leadership and direction within his or her State Based Pathway Program.
- (d) the nature of the relationship between the Participant and RA (or the person or organisation nominated by RA as the delegate of RA for the purposes of providing the Participant with leadership and direction within his or her State Based Pathway Program) may necessitate involvement on nights, weekdays, weekends and public holidays;
- (e) if the Participant is a Minor, the Participant's involvement on nights, weekdays, weekends and public holidays is expressly permitted by the parent or guardian executing this Agreement for and on behalf of the Participant; and
- (f) the Participant will sign, execute or otherwise deal with any document which may be necessary to give effect to Categorisation and this **clause 3.2** including for example a training agreement with a State Institute or Academy of Sport.

3.3. Selection for representative teams

The Participant represents and agrees that:

- (a) the Participant will, during the Term of this Agreement, make themselves available to represent Australia in a National Squad or National Team if selected to do so;
- (b) the Participant will not represent any other country during the Term of this Agreement;
- (c) the Participant will compete in whatever boat the Participant is selected in for the Event(s) for which the Participant seeks selection;
- (d) the Participant will train in the designated training location and travel to required international competitions for the required durations as directed by RA;
- (e) the nature of the relationship between RA and the Participant may necessitate involvement on nights, weekdays, weekends and public holidays; and
- (f) if the Participant is a Minor, the Participant's involvement on nights, weekdays, weekends and public holidays is expressly permitted by the parent or guardian executing this Agreement for and on behalf of the Participant.

3.4. Citizenship

The Participant represents and agrees that:

- (a) the Participant is an Australian citizen, or is currently taking all reasonable steps to become an Australian citizen;
- (b) if the Participant is seeking to become an Australian citizen, the Participant will notify RA as soon as possible after the Participant is either granted Australian citizenship or declined Australian citizenship;
- (c) the Participant will immediately notify RA in writing if the Participant ceases to actively pursue his or her application for Australian citizenship.

3.5. Coaching

If the Participant is an Athlete, the Participant acknowledges and agrees that the Participant is required to:

- (a) comply with the training requirements as directed by any RA Para Squad Coach;
- (b) maintain the fitness level as specified and expected by any RA Para Squad Coach;
- (c) demonstrate consistency and self-discipline in and out of training sessions, showing desire and intention to perform at an elite level;
- (d) wear, at the request of RA including without limitation the CEO, PD or any Coach, any uniform of RA or its sponsors; and
- (e) travel to and depart from any competition approved by RA upon the dates and in the manner determined by RA.

3.6. National Team Selection

The Participant acknowledges and agrees that:

- (a) the Participant will willingly comply with all reasonable requests of National Selectors, and management, coaches and officials of Rowing Australia;
- (b) the Participant will participate to the best of his or her ability in all selection activities to ensure fair outcomes from the trial process;
- (c) at times during any selection trial there may be unavoidable delays as a result of the decision making process;
- (d) if selected to a National Team, the Participant will relocate to an Australian training location as determined by RA (in the case of all other National Teams);
- (e) if selected to a National Team, the Participant will travel internationally; and
- (f) if selected in an Underage Australian Rowing Team or any other team that may require a contribution from athletes or coaches, the Participant may be required to contribute to the cost of the campaign in the form of a Seat Fee.

3.7. Existing and subsequent Athlete Agreements

The Participant acknowledges and agrees that:

- (a) on or before signing or accepting this Agreement, the Participant is required to fully disclose in writing in the Specific Terms or otherwise in writing to RA as directed, details of any existing Athlete Agreements to which the Participant is a party;
- (b) unless otherwise indicated in the disclosure made pursuant to **clause 3.7(a)**, the terms of any such Athlete Agreements are not inconsistent with and do not conflict with the Participant's obligations under this Agreement and the terms of this Agreement shall take precedence; and
- (c) the Participant will not enter into any further Athlete Agreement without the consent of RA, which consent will not be unreasonably withheld when it does not in RA's view interfere or adversely affect the Participant's obligations under this Agreement or the RA Policies.

3.8. Water Safety

The Participant represents and undertakes that the Participant has no known medical conditions which would preclude the Participant from racing and can exit a capsized boat safely, resurface and utilise the boat as a safety boat.

4. Behaviour and conduct

4.1. Declaration of undertaking and acknowledgement

The Participant undertakes, acknowledges and declares as follows:

- (a) the Participant is or wishes to become a participating athlete, coach, or official of RA and acknowledges that no athlete, coach or official of an Australian Rowing Team should engage at any time in conduct (whether publicly known or not), which brings or would have the tendency to bring the Participant or rowing into disrepute or censure, or which is or would be inconsistent with, contrary to or prejudicial to the best interests, image or values of RA, or as a result of which the Participant's membership would not be in the best interests of a National Squad or National Team;
- (b) the Participant has not at any time breached any applicable anti-doping rule or policy, including the WADA Code, the RA Anti-Doping Policy and the anti-doping rules and policies of applicable Anti-Doping Organisations, and International Federations;
- (c) the Participant will observe the policies of RA and any governing body of which RA is a member or whose policy RA endorses, including without limitation the following key policies (the **Anti-Doping and Integrity Policies**):
 - i. the RA Anti-Doping Policy;
 - ii. the WADA Code;
 - iii. the National Integrity Framework; and
 - iv. the ARTeam Code.
- (d) without limitation, the Participant has not breached, nor is the Participant aware of any ongoing investigation of any alleged breach by the Participant of any of the Anti-Doping and Integrity Policies and the Participant is not aware of any conduct on the Participant's part which would support a charge or investigation based on the principles or requirements of the Anti-Doping and Integrity Policies (as they have applied from time to time);
- (e) the Participant has and will continue to honestly and fully disclose information to RA concerning any conduct that might be in breach of the Participant's undertakings and acknowledgements in this clause 4;
- (f) the Participant accepts that RA is entitled to undertake measures in the event that any breach of this clause 4 or any of the policies referred to in this clause 4 is alleged or established, including without limitation the suspension of the Participant's duties or membership of any NTC, National Squad or National Team whilst RA undertakes an investigation, and the imposition of further remedies and sanctions as appropriate; and
- (g) the Participant agrees to willingly complete any educational programs relating to the RA Policies or RA Rules, as directed by RA.

5. Medical and personal information and treatment

5.1. Athlete Consent for Disclosure of Medical and Personal Information

The Participant acknowledges and agrees that, during the Term of this Agreement, the Participant will comply with and be bound by the RA Medical Management Policy and consents to the Athlete Consent for Disclosure of Medical and Personal Information terms incorporated into that policy.

6. Classification

6.1. General

The Participant:

- (a) agrees to abide by the World Rowing Para-Rowing classification rules and regulations, the IPC Athlete Classification Code and any relevant RA or PA classification policies and requirements, including attending classification assessment as required;
- (b) agrees to complete any classification education modules as released by PA;
- (c) agrees to disclose previous classification documentation and/or medical diagnostic documentation from relevant specialists for classification which may include:
 - i. providing medical diagnostic information detailing the Participant's underlying health condition and eligible impairment;
 - ii. undertaking any additional medical assessment or provide further medical diagnostic information as required by RA, PA or World Rowing for the purpose of classification;
 - iii. if a Participant has any medical intervention, or if changes occur to the Participant's impairment which may impact on their classification, the Participant must provide medical documentation to PA, RA or World Rowing;
- (d) agrees to notify RA, PA and World Rowing if there is any change to assistive devices, or equipment used, which may impact their classification in any way, and agrees to undergo further classification assessment if required;
- (e) warrants that the Participant has not breached the World Rowing Para-Rowing classification rules and regulations, or the IPC Athlete Classification Code, unless the Participant has been sanctioned for the breach and has completed the sanction imposed (unless the sanction was equal to or greater than 2 years, in which case the Participant is ineligible for nomination). For purpose of this clause, a breach may include, among other things:
 - i. a Participant under investigation for Intentional Misrepresentation (as defined in the IPC Athlete Classification Code) where a notice has been issued, or the Participant has been sanctioned under the World Rowing Para-Rowing classification rules and regulations; or
 - ii. failure to comply with a Participant's obligations under the World Rowing Para-Rowing classification rules and regulations.

7. Privacy

7.1. Participant's consent

The Participant consents to RA collecting, using, disclosing and storing the Participant's personal information and sensitive information in accordance with RA's Privacy Policy and this Agreement.

7.2. Third parties

The Participant acknowledges and agrees that RA may collect personal information from or about the Participant from third parties, including personal, health, medical or biological information including DNA and any information about compliance with the Participant's obligations under this Agreement.

7.3. The Privacy Act

Notwithstanding this clause 7, RA will comply with the Privacy Act 1988 (Cth) and the Australian Privacy Principles in that Act.

8. Direct Athlete Stipend and Other Athlete Support

8.1. Discretion of RA

The Participant acknowledges and agrees that RA at its discretion, during the Term of this Agreement, may, in accordance with this clause 8:

- (a) pay to the Participant direct financial support (**Direct Athlete Stipend or DAS**) or provide other non-monetary athlete support and benefits such as access to a daily training environment, medical, nutrition and other assistance (**Other Athlete Support**);
- (b) determine the amount of DAS payable or Other Athlete Support provided to the Participant (if any);
- (c) vary or reduce the amount of DAS payable or Other Athlete Support provided to the Participant (if any) from time to time;
- (d) withdraw at any time DAS payable or Other Athlete Support provided to the Participant (if any) in whole or in part; and
- (e) suspend, vary, reduce or withhold DAS payable or Other Athlete Support provided to the Participant (if any) in accordance with **clause 10** of this Agreement.

8.2. Categorised Athlete Support

The Participant acknowledges and agrees that being categorised into a category as a result of Athlete Categorisation will not of itself entitle the Participant to DAS, although the Participant may be provided with Other Athlete Support appropriate to their Categorisation through the relevant State Based Pathway Program to assist the Participant to achieve the Participant Undertakings at clause 3.2 of this Agreement.

8.3. National Senior Team Athlete Support

If the Participant is selected as a member of the Australian Para-Rowing Team, the Participant will, subject to clause 8.1 of this Agreement, be provided with the following by RA:

- (a) for the full duration of the National Para Team tour, elite daily training environment medical, nutrition, competition preparation and other assistance, which shall be fully funded by RA;
- (b) fully funded travel and accommodation to attend domestic and international competition as required by RA.

8.4. Indemnity

The Participant agrees to indemnify RA against all claims and demands, including legal costs, that may be brought or made by the Australian Taxation Office arising out of or as a consequence of payment by RA of any DAS to the Participant.

9. Public relations, RA Functions, sponsorship and Intellectual Property Rights

9.1. Public relations and RA Functions

The Participant acknowledges and agrees that, during the Term, if reasonably requested to do so by RA, the Participant will participate in Public Relations Activities and RA Functions.

9.2. Fees and expenses

The Participant's participation in Public Relations Activities and RA Functions will be free of charge to RA, although RA may pay for any reasonable expenses the Participant incurs that the Participant would not otherwise have incurred.

9.3. Commercial Arrangements

(a) RA has existing Commercial Arrangements within the following business categories.

- i. Agribusiness;
- ii. Pastoral;
- iii. Mining;
- iv. Resources;
- v. Coffee;
- vi. Milk;
- vii. Sunglasses;
- viii. Rowing Shoes;
- ix. Sporting apparel; and
- x. Mattresses.

RA may also enter into additional Commercial Arrangements in other business categories from time to time and will notify the Participant in the event of any such additional Commercial Arrangements being entered into.

(b) The Participant acknowledges and agrees that:

- i. during the Term of this Agreement, the Participant shall not enter into any Commercial Agreements within any business category listed in or notified under clause 8.3(a), unless approved in advance in writing by RA's CM;
- ii. during the Term of this Agreement, the Participant is required to comply with the requirements of any Commercial Arrangements (which include without limitation sponsorships, endorsements, appearances or similar commercial arrangements) entered into by RA;
- iii. on or before the date notified by RA, the Participant is required to fully disclose in writing in the Specific Terms or otherwise in writing to RA as directed, details of any existing Commercial Arrangements to which the Participant is a party, including details of the other parties and any provisions that may conflict with the Participant's obligations under this Agreement;
- iv. unless otherwise indicated in the disclosure made pursuant to **clause 9.3(b)(iii)**, the terms of any Commercial Arrangements to which the Participant is a party are not inconsistent with and do not conflict with the Participant's obligation in **clause 9.3(b)(ii)** of this Agreement or any other provision of this Agreement, and that the Participant's obligation as provided in **clause 9.3(b)(ii)** of this Agreement shall take precedence; and
- v. during the Term of this Agreement, the Participant will not enter into any Commercial Arrangements or public relations, media or promotional activities without the prior written consent of RA's CM, which consent will not be unreasonably withheld when it does not in RA's view interfere or adversely affect the Participant's obligation in **clause 9.3(b)(ii)** or any other provision of this Agreement.

9.4. Consent

The Participant consents to the use by RA in print, digital and electronic media, of photographic, sound and video images of the Participant, and his or her image, likeness and name for the purpose of promoting RA and/or the sport of rowing.

9.5. Intellectual Property Rights

The Participant acknowledges and agrees that:

- (a) the Participant will not infringe any of RA's Intellectual Property Rights;
- (b) unless otherwise agreed with RA, ownership of all intellectual property rights created by the Participant under or in connection with this Agreement vest, on their creation, in RA; and
- (c) the Participant will sign, execute or otherwise deal with any document which may be necessary to give effect to this clause 9.5.

9.6. Media and public relations

The Participant acknowledges and agrees that the Participant will not, without the prior written approval of RA or through other written RA policies and/or procedures:

- (a) supply any information by any means to the media;
- (b) grant any interview to the media; or
- (c) make any other public statement, relating to the activities or policies of RA.

10. Disciplinary issues and termination of the Agreement

10.1. Disciplinary offences

The Participant acknowledges and agrees that, if:

- (a) the Participant breaches the terms and conditions of this Agreement;
- (b) the Participant breaches the terms and conditions of any of the RA Policies;
- (c) any of the representations that the Participant has made in this Agreement are untrue or incomplete in any material respect;
- (d) the Participant knowingly misleads RA during the Term of this Agreement by providing information that is untrue or incomplete in any material respect; or
- (e) the Participant is found by RA to have otherwise behaved inappropriately or to have behaved in a way that may bring RA into disrepute,

RA may take action against the Participant in accordance with **clause 10.2**.

10.2. Disciplinary action

The Participant acknowledges and agrees that, if RA takes action against the Participant pursuant to **clause 10.1** then RA may, in addition to taking disciplinary action in accordance with the RA Complaints, Disputes and Discipline Policy, at its discretion do any one or more of the following:

- (a) issue any specific direction(s) to the Participant relevant to his or her conduct that RA considers appropriate in the circumstances, including but not limited to directing the Participant to make a verbal or written apology privately or in public in a media conference;
- (b) exclude or suspend the Participant from participating in particular activities and/or events organised or supported by RA;
- (c) remove the Participant from a National Team and/or National Squad;
- (d) terminate this Agreement with immediate effect by giving the Participant written notice;
- (e) suspend DAS paid to the Participant under this Agreement (if any), in whole or in part, for a period determined by RA, by giving the Participant written notice setting out the affected DAS and the period of suspension;
- (f) vary or reduce the DAS paid to the Participant under this Agreement (if any) by giving the Participant written notice setting out the variation or reduction;
- (g) suspend any Other Athlete Support privileges, benefits or support (for example, use or training centres and/or equipment) provided to the Participant under this Agreement (if any), in whole or in part, for a period determined by RA, by giving the Participant written notice setting out the affected privileges, benefits or support and the period of suspension;
- (h) vary or reduce any Other Athlete Support privileges, benefits or support provided to the Participant under this Agreement (if any) by giving the Participant written notice setting out the variation or reduction;
- (i) withhold money otherwise payable to the Participant under this Agreement, or require the Participant to repay to RA the whole or part of any money previously paid to the Participant under this Agreement, or require the Participant to repay to RA the cost to RA of DAS paid to the Participant under this Agreement (if any) as determined by RA; and/or
- (j) notify the AIS of the action taken by RA, in order for the AIS to consider the matter in accordance with any separate agreement that may be in place between the AIS and the Participant.

If requested by RA, the Participant agrees to provide RA with any information reasonably necessary for RA to investigate and enforce the RA Rules and RA Policies, and to investigate and take any disciplinary action in accordance with **clause 10.2**.

10.3. Repayment by Participant

If, in accordance with clause **10.2(i)**, RA requires the Participant to repay:

- (a) money previously paid to the Participant under this Agreement; or
 - (b) the cost to RA of DAS paid to the Participant under this Agreement,
- RA will give the Participant a written notice setting out the amount payable by the Participant and that amount will be a debt due and payable by the Participant to RA that may be enforced by RA.

10.4. Termination or variation without cause

The Participant acknowledges and agrees that, without limiting RA's rights under any other provision of this Agreement, RA may, at its discretion:

- (a) terminate this Agreement by giving the Participant written notice no less than 28 days before the effective date of termination;
- (b) vary or reduce the DAS or Other Athlete Support by giving the Participant written notice setting out the variation or reduction no less than 28 days before the variation or reduction takes effect;
- (c) vary or reduce any privileges, benefits or support provided to the Participant under this Agreement (if any) by giving the Participant written notice setting out the variation or reduction no less than 28 days before the suspension takes effect.

For the avoidance of doubt, RA will be required to give reasons for taking action under this **clause 10.4**.

10.5. Termination by the Participant

The Participant acknowledges and agrees that:

- (a) the Participant may terminate this Agreement by giving 28 days prior written notice to the PD or to any person authorised by the PD for such purpose, setting out the Participant's reasons for terminating the Agreement;
- (b) if the Participant terminates this Agreement under **clause 10.5(a)**, RA may (without limitation):
 - i. require the Participant to repay to RA money previously paid to the Participant under this Agreement, or repay the cost to RA of DAS paid to the Participant under this Agreement (if any) as determined by RA;
 - ii. exclude the Participant from participating in particular activities and/or events organised or supported by RA; and/or
 - iii. remove the Participant from a National team and/or National Squad.
- (c) if RA requires the Participant to repay money previously paid to the Participant under this Agreement, or repay the cost to RA of DAS paid to the Participant under this Agreement (if any), RA will give the Participant written notice setting out the amount payable by the Participant and that amount will be a debt due and payable by the Participant to RA that may be enforced by RA.

10.6. Survival

The Participant acknowledges and agrees that **clauses 3, 4, 5, 6, 7, 8.4, 9, 10, 11 and 14** of this Agreement will survive its termination or expiry.

11. Liability of RA

11.1. Release

The Participant agrees to release:

- (a) RA, its officers, employees, agents and contractors from and against any liability to the Participant for any injury or illness including death that the Participant may suffer (except to the extent that the injury or illness was contributed to by the negligent act or omission of RA or its employees); and
- (b) RA, its officers, employees, agents and contractors from and against any liability to the Participant for any loss of or damage to the Participant's property or to property for which the Participant is responsible in connection with this Agreement.

11.2. Indemnity

The Participant agrees to indemnify RA, its officers, employees, agents and contractors against all claims, demands, actions, suits, proceedings, damages, costs, losses, expenses or liabilities of any kind, including all legal costs, that the Participant may sustain or incur as a result, whether directly or indirectly, of:

- (a) any breach of this Agreement by the Participant; or
- (b) any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or wilful misconduct by the Participant.

11.3. No requirement to incur expenses

RA need not incur expense or make payment before enforcing its right of indemnity under this Part 11.

12. Work Health and Safety

12.1. General Obligations

- (a) The Participant must comply with all applicable WHS Laws.
- (b) The Participant must not, by act or omission, place RA in breach of its obligations under the WHS Laws.
- (c) The Participant must:
 - i. attend all briefing sessions on work health and safety as directed by RA;
 - ii. comply with the WHS Laws in relation to the use of RA Premises;
 - iii. comply with all instructions, directions, policies and procedures of RA relating to work health and safety at the RA Premises, whether specifically drawn to the attention of the Participant or as might reasonably be inferred from the circumstances.

12.2. Notifying RA

- (a) The Participant must notify RA as soon as practicable of any:
 - i. concern the Participant has regarding work health and safety in relation to the RA Premises; and
 - ii. incident that occurs during the Term which causes, or has the potential to cause, a risk to the health and safety of any person.
-

13. Varying this Agreement

13.1. Variation by RA

The Participant acknowledges and agrees that:

- (a) RA may vary this Agreement by giving the Participant written notice no less than 28 days before the date that the variation will take effect; and
- (b) the Participant may exercise his or her right to terminate this Agreement in accordance with **clause 10.5** at any time during the 28 days before the variation takes effect.

13.2. Variation by Agreement

Subject to **clause 13.1**, this Agreement may only be varied by agreement in writing between RA and the Participant.

13.3. Hand amendments

The Participant acknowledges and agrees that this Agreement should not be amended by hand. Hand amendments will have no effect unless they are initialled by RA and the Participant, irrespective of when the hand amendment was made and whether or not one of the parties executed this Agreement after the hand amendment was made.

14. General

14.1. Severability

Part or all of any provision of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining part or provisions of this Agreement continue in force.

14.2. No employment, agency or partnership relationship

The Participant acknowledges and agrees that this Agreement does not create a relationship of employment, agency or partnership between RA and the Participant.

14.3. Assignment

The Participant acknowledges and agrees that the Participant must not novate, assign or transfer, or attempt to novate, assign or transfer this Agreement or any right or obligation under this Agreement.

14.4. Waiver

The Participant acknowledges and agrees that the failure of RA to require performance by the Participant of any obligation under this Agreement is not a waiver of its right:

- (a) to claim damages for breach of that obligation; and
- (b) at any other time to require performance of that or any other obligation under this Agreement, unless written notice to that effect is given by RA.

14.5. Notice

Any announcement to be made or notice required to be sent pursuant to this Agreement may be sent to one or more of the contacts set out in the Specific Terms, or such other contact as notified by the Participant, and in the case of:

- (a) post, the announcement or notice is deemed to have been received by the Participant by properly addressing, prepaying and posting a letter contained the announcement or notice, and to have been received on the second business day after the date of its posting;
- (b) e-mail, the announcement or notice is deemed to have been received by the Participant by properly addressing the e-mail address and transmitting it to the address supplied by the Participant and to have been received by the Participant on the next day after the date of transmission unless RA is advised that the transmission failed to send to the addressee.

14.6. Notification of Amendment to RA Policies

Where in these Standard Terms RA may give notification of RA Policies and amendments to RA Policies via the RA Website, RA may also where practicable, give the notification to the Participant by e-mail, where the Participant has provided an e-mail address to RA. However, the RA Policies and any amendment to RA Policies shall apply to the Participant following notification on the RA Website or notification to the Participant via email (whichever is the earlier). The change or addition to an RA Policy, or the ARTeam Code, will take effect one day after such notification or on the date specified in the change or addition (whichever is the later).

14.7. Governing Law

This Agreement is governed in accordance with the laws of the Australian Capital Territory and the parties irrevocably submit to the jurisdiction of the Courts of the Australian Capital Territory.



Australian Rowing Team

Code of Conduct and Behaviour

1. INTRODUCTION

Rowing is one of Australia's oldest and most respected sports. Its history of success has been underpinned by the generations of Australian rowers who have competed fiercely on the water whilst exhibiting sportsmanship and good character, traits that have become the trademark of the Australian Rowing Team ("the Team"). The discipline and high standards required to excel at rowing reflects the values that are intrinsic to the sport – teamwork, determination, tradition, fairness, integrity, respect and responsibility.

2. OUR COMMITMENT

Rowing Australia (RA) and the RA Athletes' Commission are committed to upholding the integrity of Australian Rowing and the Australian Rowing Team. Consistent with this commitment to integrity, the Australian Rowing Team aspires to observe the highest standards of conduct. Athletes, Coaches and Officials who have earned the honour of representing Australia must continue to uphold these values, be exemplary role models for others in our sport and avoid any conduct in or out of uniform, on or off the water, that would bring ourselves, the sport, RA or Australia into disrepute.

3. APPROPRIATE CONDUCT

All members of Australian Rowing Teams will, at all times, conduct themselves in an appropriate manner that reflects the values, traditions and reputations of the sport. In particular, we will adhere to the following principles:

RESPECT

- 1) We will show courtesy, respect and empathy to all teammates, RA employees, officials, coaches, media and members of the public;
- 2) We will act honestly and in the best interests of RA and the Team;
- 3) We will refrain from public criticism of one another;
- 4) We will not engage in any form of harassment, bullying or discrimination. We will speak up if we feel others are being harassed, bullied or discriminated against;
- 5) We will show respect to opponents, athletes and coaches, both in victory and defeat;
- 6) We will be respectful to regatta organisers, volunteers and officials, accepting their decisions and using the formal protest and appeal process where there is disagreement;

- 7) We will respect facilities and equipment that is provided for our use and ensure it remains in proper condition;
- 8) We will respect the proud tradition of the Australian Rowing Team, and represent Australia with pride;

RESPONSIBILITY

- 9) We recognize that we are role models and must meet a higher standard of behaviour than the general public. We will uphold the high standards of the Australian Rowing Team;
- 10) We will at all times act with care and diligence and in a manner that is conducive to high performance, the health and safety of ourselves and of our fellow team members, RA employees, officials, volunteers and spectators;
- 11) We will not be in possession of, traffic in, or consume illegal drugs at any time;
- 12) We will not engage at any time in conduct (whether publicly known or not), which brings or would have the tendency to bring rowing into disrepute or censure, or which is or would be inconsistent with, contrary to or prejudicial to the best interests, images of values of RA;
- 13) We will not use profane, insulting or otherwise offensive language or gestures;
- 14) We will consume alcohol responsibly. Excessive consumption of alcohol that causes insulting or disruptive behaviour is not consistent with the high standards of the Australian Rowing Team;
- 15) We will encourage adherence to this Code of Conduct and Behaviour by colleagues and team mates.
- 16) We will make the effort to know the identity of RA's sponsors and be supportive of their role as sponsors. We will refrain from displaying support for sponsors' competitors when involved in national rowing activities;

COMPLIANCE

- 17) We will abide by all applicable anti-doping rules and policies;
- 18) We will abide by and observe the policies of RA and any governing body of which RA is a member or whose policies RA endorses, including without limitation:
 - a) the Rowing Australia Member Protection Policy
 - b) the Rowing Australia Illicit Drugs Policy
 - c) the National Policy on Match-Fixing
- 19) We will avoid the conduct of any offence which has the potential to be punishable by imprisonment;
- 20) We will obey the laws of Australia and the countries of competition, including with regard to the use of alcohol and drugs;
- 21) We will honour the letter and spirit of the Rules of Racing.

4. UNACCEPTABLE BEHAVIOUR AND DISCIPLINE

We understand that any conduct which does not accord with this Code of Conduct and Behaviour is unacceptable and may damage the reputation, integrity and respect that our sport has earned. Examples of behaviour that is unacceptable to RA and the RA Athletes' Commission are detailed in the RA Behaviour and Discipline Policy and we understand and agree with these expectations.

We acknowledge that any Unacceptable Behaviour or behaviour that is otherwise inconsistent with Our Commitment or this Code of Conduct and Behaviour should be dealt with in a timely and efficient manner in order to uphold the principles and expectations of RA and the Team.

In the first instance, and if appropriate in the circumstances, members of the Team are encouraged to address Unacceptable Behaviour through informal methods to reinforce Our Commitment within the Team and its members.

For more serious instances of Unacceptable Behaviour, or where RA has other reason to believe a breach of this Code of Conduct or Behaviour may have occurred, we acknowledge that RA may investigate and

take disciplinary action against any member of the Australian Rowing Team for breaching any policy of RA including, without limitation, this Code of Conduct and the RA Behaviour and Discipline Policy.”