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**AUSTRALIAN INTERNATIONAL SHOOTING LIMITED**

and

**Athlete**

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**ATHLETE AGREEMENT – HIGH  
PERFORMANCE PROGRAM**

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**THIS AGREEMENT** is dated the

**PARTIES**

**AUSTRALIAN INTERNATIONAL SHOOTING LIMITED** having its registered office situated at PO Box 375, BRIGHTON SA 5048 (**"AISL"**)

and

**[insert Athlete name]** of **[insert Athlete address]** (**"Athlete"**)

**RECITALS**

- A. AISL is the national body responsible for governing and managing the Sport in Australia.
- B. From time to time, AISL selects individuals to become members of its national High Performance Program ("High Performance Program"). Individuals from the High Performance Program are from time to time selected to compete and represent Australia in AISL's Australian Shooting Team ("Team").
- C. The Athlete has been selected by AISL as a member of the High Performance Program. As a member of the High Performance Program, the Athlete is also seeking selection to the Team. Selection to the Team is determined under the Selection Policy.
- D. The Athlete and AISL have agreed to the terms and conditions set out in this agreement for the Athlete as a member of the High Performance Program, and if selected, as a member of the Team.

**THE PARTIES AGREE AS FOLLOWS:-**

**1. TERM OF AGREEMENT**

- 1.1** The parties agree that this agreement commenced on the date when the Athlete was selected to the High Performance Program and will terminate when the Athlete ceases to be a member of the High Performance Program unless terminated earlier under **clause 13** ("the Term").
- 1.2** If the Athlete ceases to be a member of the High Performance Program but is subsequently re-selected to the High Performance Program and/or the Team during the Term, then this agreement will apply to the Athlete without further agreement.
- 1.3** This agreement supersedes and makes void all previous agreements entered into between the parties concerning the Athlete's affiliation with, or participation as a member of, the High Performance Program, the Team, and AISL generally.

**2. AISL'S OBLIGATIONS TO THE ATHLETE**

- 2.1** In consideration of the Athlete entering into and performing his/her obligations under this agreement as a member of the High Performance Program, and if selected, as a member of the Team, AISL shall be obliged to provide the following:

(a) Coaching

AISL shall provide a National Head Coach and other support staff who are responsible for the training, coaching and preparation of the Athlete as a member of the High Performance Program and the Team.

(b) Marketing

AISL will determine, and undertake as it sees fit, the promotion and marketing of the High Performance Program, the Team and the Sport in Australia. AISL will consult with the Athlete together with the other members of the High Performance Program and the Team, from time to time, to seek the positive promotion and awareness of the High Performance Program and the Team.

(c) Sponsorship

AISL has entered into agreements with the Sponsors under which they provide sponsorship, amongst other things, of the High Performance Program and the Team. AISL may obtain further sponsorships of or associated with the High Performance Program and the Team.

(d) Administration

AISL shall administer the High Performance Program and the Team in relation to the Athlete's participation in the High Performance Program, and if selected, the Team. This includes obtaining access to training and competitions (where required).

(e) Clothing

(i) AISL shall provide clothing to the Athlete as a member of the High Performance Program as set out in item 1 of schedule 3 (and as amended from time to time) and if selected as a member of the Team as set out in item 2 of schedule 3 (and as amended from time to time) as it considers necessary.

(ii) The Clothing shall be provided by AISL and/or AISL's Sponsors at the Athlete's expense. (See also **clause 6.1**).

(f) Equipment

(i) AISL shall provide equipment to the Athlete as a member of the High Performance Program as set out in item 3 of schedule 3 (and as amended from time to time) and if selected as a member of the Team as set out in item 4 of schedule 3 (and as amended from time to time) as it considers necessary.

(ii) The Equipment shall be provided by AISL and/or AISL's Sponsors at the Athlete's expense. (See also **clause 6.2**).

(g) Insurances

(i) AISL may also at its sole discretion arrange insurance for items of baggage and equipment. However the Athlete is responsible for

- the safe keeping of his/her own possessions and may obtain his/her own insurance for this purpose.
- (ii) AISL shall administer claims by the Athlete made under any of its insurance policies but shall not be responsible for the acceptance or otherwise of any such claim.
  - (iii) Except as otherwise set out in this agreement, AISL shall not be responsible for any expenses or costs incurred by the Athlete including in relation to or associated with any illness or injury.
  - (iv) The Athlete may choose to increase or otherwise enhance the conditions or benefits of AISL's insurances at his/her cost.
- (h) Travel & Accommodation Expenses – To apply in cases where Travel, Accommodation and per Diems are not covered.
- (i) Subject to first obtaining the written authorisation from the High Performance Manager, AISL shall arrange and pay or reimburse the costs of all reasonable travel and accommodation for the Athlete where he/she is required by AISL to travel away for training and/or competition from his/her current residence, either as a member of the High Performance Program, or if selected, as a member of the Team.
  - (ii) Reimbursement of the expenses to the Athlete in **clause 2.1(h)(i)** shall be made by AISL to the Athlete after AISL receives a completed Expense Claim Form signed by the Athlete together with satisfactory proof of the expense. (See also **clause 3.2**).
  - (iii) If the Athlete must cancels any travel arrangements already made and confirmed by AISL (as determined by AISL in its sole discretion) he/she must reimburse AISL for all costs incurred.
  - (iv) Note that self funding team members are not eligible for reimbursement under this clause.

### **3. THE ATHLETE'S OBLIGATIONS - GENERAL**

- 3.1** The Athlete warrants that he/she is a current financial member of the relevant member body of AISL as described in the AISL Constitution. The Athlete shall maintain that membership as a condition of this agreement. If such membership lapses or is terminated, this agreement will be terminated.
- 3.2** The Athlete warrants that he/she has, or will, for any competition in which he/she participates under this agreement, meet all eligibility requirements for such competition as required by AISL or otherwise the Athlete shall be responsible for all expenses associated with his/her participation in the High Performance Program and, if selected the Team.
- (a) For avoidance of any doubt, AISL will determine in its sole discretion which expenses it will pay or reimburse the Athlete for and will not pay or reimburse the Athlete for the expenses referred to in this clause 3.2, pursuant to clause 2.1(g)(ii) or otherwise, except where the Athlete obtains AISL's prior written consent to incur such expenses.

- 3.3** The Athlete agrees and acknowledges that travel to competitions will be as part of the High Performance Program or the Team, whether funded or not, and that families or friends may not travel or stay with the Team or with High Performance Program athletes. Families or friends of the Athlete will not have access to transfers from the airport, team meals, transportation to the competition on assigned buses, access to team meetings, tours, banquets, etc.
- 3.4** The Athlete agrees and acknowledges it is fundamental to this agreement that at all times, he/she must act with utmost good faith towards AISL and AISL's stakeholders (including Sponsors). He/she agrees to perform his/her obligations under this agreement in a professional and proper manner which reflects his/her status as a national elite shooting Athlete, other than by reason of any event or circumstances outside his/her control.
- 3.5** The Athlete shall at all times, both during and outside competition, comply with:
- (a) the constitution, by-laws and policies of AISL;
  - (b) the constitution, by-laws and policies of the AISL member body referred to in clause 3.1;
  - (c) the relevant competition rules published by AISL and the relevant International Federation; and
  - (d) any policies, procedures, decisions or reasonable directions of AISL (including the Chief Executive Officer, the National Head Coach and other High Performance Program or Team Officials).
- This **clause 3.5(a)-(d)** includes, but is not limited to, any amendment or variation of the documents, or any subsequently created or approved by AISL from time to time.
- 3.6** The Athlete agrees to comply with the Athlete Code of Behaviour.
- 3.7** The Athlete agrees to remain under the control, management and direction of AISL, or any person appointed by AISL, and to comply with all instructions given by AISL, or any person appointed by AISL (including but not limited to the National Head Coach or other High Performance Program and Team Officials) during the Term or during the time he/she is a member of the High Performance Program.
- 3.8** The Athlete must not:
- (a) bet, directly or indirectly, on any game in which he/she or any other member of the High Performance Program participates or on a competition in which a team or individual representing AISL is participating; or
  - (b) offer or receive any bribe or inducement and must not do or fail to do any act in any competition in which he/she participates which causes the result to be determined otherwise than on its merits.

**3.9** The Athlete must not engage in conduct or any activity (whether or not publicly known) which in the sole discretion of AISL will or is likely to bring the Athlete, the Sport, any Sponsor, the High Performance Program, AISL (including its agents and employees) or the International Federation into disrepute or censure (or will or is likely to do so were the conduct to be publicly known).

**3.10** The Athlete:

- (a) warrants that he/she has not been; and
- (b) acknowledges and agrees that he/she must not be,

at any time, convicted of, or charged with, any serious offence involving alcohol or drugs or any sex offence or any offence which is punishable by imprisonment.

#### **4. THE ATHLETE'S OBLIGATIONS – ANTI-DOPING**

**4.1** The Athlete shall never take substances or use methods which are prohibited by, or under the constitution, by-laws, policies and procedures of AISL.

**4.2** The Athlete shall at all times comply with the Anti-Doping Policy. In particular the Athlete acknowledges he/she must:

- (a) provide samples for drug testing at any time requested of him/her by any drug testing agency or as directed by the Chief Executive Officer or National Head Coach;
- (b) provide AISL with up to date contact details of his/her whereabouts for the purposes of out of competition drug testing;
- (c) not aide or abet any other person involved in any breach of the AISL Anti-Doping Policy; or
- (d) not use, have in his/her possession, traffic or attempt any such acts, involving a prohibited substance or drug under the laws of the relevant country or State.

#### **5. THE ATHLETE'S OBLIGATIONS – COMPETITIONS AND TRAINING**

**5.1** The Athlete shall attend and participate in, to the best of his/her ability, all training sessions, training camps and squad/team meetings as directed by AISL and its authorised employees and agents.

**5.2** The Athlete shall be available to, and if selected, compete in such competitions, whether as a member of the High Performance Program or, if selected, the Team, as determined by AISL (including its authorised employees and agents).

**5.3** The Athlete shall adhere to the training schedule agreed between the National Head Coach, the Athlete and the AISL High Performance Manager and will in accordance with the agreed Daily Training Plan.

- 5.4** The Athlete shall travel to and from training and competition on the dates that AISL directs, in accordance with the Travel Policy, or in any other manner that AISL may from time to time determine or approve. For avoidance of any doubt, Athletes must also comply with the Travel Policy during the Competition Period.
- 5.5** The Athlete shall stay in the accommodation arranged by AISL for the whole period of any High Performance Program or Team training or competition.
- 5.6** The Athlete shall at all times be available for selection to the Team. If the Athlete is ill or injured, **clause 9** will apply.
- 5.7** The Athlete shall at all times maintain his/her physical and mental fitness to enable him/her to compete to the best of his/her ability.
- 5.8** If the Athlete suffers, or becomes aware of, any illness or injury which might impact on his/her ability to train and/or compete as a member of the High Performance Program and/or the Team he/she must comply with the steps set out in **clause 9** of this agreement.
- 5.9** The Athlete agrees that he/she will not compete for any overseas team without first obtaining the express permission in writing of AISL to do so. The Athlete acknowledges that such a condition is reasonably necessary to ensure AISL is able to implement a comprehensive high performance program for Australian representative shooting teams.

## **6. THE ATHLETE'S OBLIGATIONS – CLOTHING & EQUIPMENT**

### **6.1 Clothing**

- (a) The Athlete shall wear the Clothing as directed by AISL (including its authorised employees and agents) and as set out in item 1 of schedule 3 (as a member of the High Performance Program) and item 2 of schedule 3 (if selected, as a member of the Team) when attending all competitions, training sessions, AISL media and promotional events, AISL functions and Sponsor promotional activities.
- (b) The Clothing shall be provided by AISL and/or AISL's Sponsors at the Athlete's expense. The Athlete must pay AISL for the Clothing as soon as reasonably practicable after AISL (including its agents and employees) informs the Athlete that he/she requires the Clothing, or as soon as reasonably practicable after he/she receives the Clothing.
- (c) Any name, trade mark, logo or slogan of a Sponsor on the Clothing must not be removed and no other name, trade mark, logo or slogan (except that of the manufacturer where it appears on the Clothing when provided to the Athlete) is permitted.

### **6.2 Equipment**

- (a) The Athlete is at all times, responsible for the Equipment as set out in item 3 of schedule 3 (as a member of the High Performance Program) and item 4 of schedule 3 (if selected, as a member of the Team).
- (b) The Equipment when used by the Athlete training or competing as a member of the High Performance Program and/or the Team shall not have

any name, trade mark, logo or slogan, unless the name, trade mark, logo or slogan is that of the manufacturer or of a Sponsor as directed by AISL.

## **7. THE ATHLETE'S OBLIGATIONS – MEDIA**

**7.1** The Athlete is entitled to make public comment or to communicate with the media in relation to his/her personal performance in the High Performance Program and, if selected, the Team, except to the extent set out in **clauses 7.2** and **7.3** of this agreement.

**7.2** The Athlete shall not make public comment or communicate with the media:

(a) during any Competition Period for:

- (i) exclusive media interviews;
- (ii) acting as a journalist or in any other media capacity;
- (iii) authoring any public or media comment; or
- (iv) any interview for reward,

unless obtaining the prior written consent of the Chief Executive Officer which will not be unreasonably withheld, and

(b) where such comment or communication concerns AISL, any Sponsor, the High Performance Program, the Team, any High Performance Program or Team Official, except with the prior written consent of the Chief Executive Officer or the National Head Coach at his/her sole discretion.

**7.3** The Athlete shall not at any time make any comment in any publication whether written, televised or broadcast which may be deemed to be detrimental to the interests of AISL.

## **8. THE ATHLETE'S OBLIGATIONS – PROMOTIONS**

**8.1** The Athlete shall participate in such promotional appearances as requested by AISL during the Term. Promotional appearances include promoting a product or service of a Sponsor or AISL, for example visiting a school, event, conference, seminar, public speaking engagement or on any radio or television program. AISL will give reasonable notice to the Athlete of such appearance.

**8.2** At any such appearances the Athlete must verbally endorse the relevant Sponsor, if any, of AISL, and must not verbally or otherwise endorse any other commercial enterprise.

**8.3** The Athlete shall be entitled to decline to undertake or participate in any promotional activity requested of him/her as specified in this agreement where prior commitments of an occupational, educational, training or competitive form conflict with the proposed activity.

**8.4** The Athlete agrees for the Term, not to endorse or advertise any product which directly competes with a Sponsor.

**8.5** AISL shall advise Athletes of all changes to Sponsors as they occur throughout the Term.

- 8.6** The Athlete shall not appear or participate or allow his/her name, voice, photograph, image, likeness or identity to be used on any merchandise or in any advertising, promotion, or marketing activity for any person or organisation in which:
- (a) the Athlete is promoted or recognised as a member of the High Performance Program or the Team; or
  - (b) the Athlete promotes products and services of a person which is in competition with those products and services of a Sponsor; or
  - (c) it any way could be construed as associating the Athlete as a member of the High Performance Program or the Team with any person other than AISL or a Sponsor.

without first obtaining the prior written consent of the Chief Executive Officer. (See also **clauses 11.2** and **12.2**)

- 8.7** The Athlete must notify the Chief Executive Officer immediately if he/she becomes aware of any unauthorised use of his/her name, voice, photograph, image, likeness or identity.
- 8.8** The Athlete shall use his/her best endeavours to not obscure or remove, either wholly or partially, any advertising sign or name, trade mark, slogan or logo which refers to a Sponsor during any media or photographic appearance. (For example he/she must not, when accepting awards or having his/her photograph taken whilst wearing the Clothing, cross arms to cover the Sponsor's logo on the front of his/her top).

## **9. THE ATHLETE'S OBLIGATIONS – ILLNESS AND INJURIES**

- 9.1** Immediately upon the Athlete becoming ill or injured, the Athlete shall:
- (a) take all reasonable steps to minimise any further illness or injury;
  - (b) notify the National Head Coach (or if he/she is unavailable, a High Performance Program or Team Official) of the illness and injury and such details about the nature and prognosis as he/she requests;
  - (c) if requested by the National Head Coach, attend a medical practitioner and/or other health professional determined by the National Head Coach for an examination, (and if necessary any relevant tests) and provide to the National Head Coach that practitioner/health professional's opinion on the nature and extent of the injury and the prognosis in writing. The National Head Coach may request more than one such examination;
  - (d) follow to the best of his/her ability the recommended advice and rehabilitation of the medical practitioner and health professional;
  - (e) report to the National Head Coach on a regular basis, as determined by him/her, of the status of the illness and injury; and
  - (f) attend such medical personnel as is approved by the National Head Coach, unless it is an emergency.

**9.2** AISL is not responsible for any expenses incurred by the Athlete arising out of the diagnosis and treatment of any illness or injury, except as otherwise provided for in this agreement.

**9.3** If the Athlete is ill or injured and in the opinion of the National Head Coach is unlikely or unable to return to full capacity to train and compete as a member of the High Performance Program and/or the Team, the National Head Coach may recommend to the High Performance Manager a course of action which may include the termination of this agreement. Before doing so the National Head Coach shall request the Athlete to supply an up to date medical opinion of his/her illness and injury. The AISL High Performance Management Committee will hear any such appeal that may arise from this action.

## **10. THE ATHLETE'S OBLIGATIONS – SPORTS SCIENCE**

**10.1** The Athlete shall participate fully in the sports science program of the High Performance Program and, if selected, the Team, as determined by AISL. In particular the Athlete agrees to undergo such medical and other testing as may be reasonably required by the National Head Coach (or his/her nominees) including blood and tissue samples for analysis.

**10.2** The Athlete authorises any medical practitioner, sports scientist or other health professional which he/she has consulted during the 12 month period prior to the commencement of this agreement, or during the Term, to provide details to the National Head Coach (and/or his/her nominees) of any illness or injury he/she has had, or has, which might impact on his/her ability to train and compete and the results of any tests undertaken.

**10.3** The Athlete authorises AISL to retain any medical and sports science information obtained under this agreement for the Term provided that it keeps such information confidential and it is only disclosed to those people who need to know.

## **11. AISL'S RIGHTS**

### **11.1 Selection of the Team**

AISL is responsible for determining whether or not the Athlete is selected to the Team, as set out in the Selection Policy.

### **11.2 Athlete's Identity**

- (a) The Athlete agrees to be filmed, televised, photographed or otherwise recorded during training or competitions while a member of the High Performance Program and Team.
- (b) The Athlete grants to AISL a non-exclusive right to use his/her name, voice, photograph, image, likeness or identity (including as obtained under **clause 11.2(a)**) at any time and in any place in any manner whatsoever in order to promote AISL, AISL programs, any aspect of the High Performance Program and/or the Team or the Sport.
- (c) In particular AISL may use the Athlete's name, voice, photograph, image, likeness or identity in any advertisement, promotion, marketing activity, document, merchandise, television, print, radio or multi media program and product.

- (d) In addition to the rights granted in **clause 11.2(b)**, the Athlete agrees that any Sponsor may use his/her name, voice, photograph, image, likeness or identity as a member of the High Performance Program and/or the Team for the Sponsor's own commercial purposes where no fewer than two (2) other High Performance Program and/or Team members are used for the same commercial purpose at the same time.
- (e) It is agreed that the use by a Sponsor of the Athlete's name, voice, photograph, image, likeness or identity for commercial purposes not covered by **clause 11.2(d)** shall require the Athlete's consent and he/she shall be entitled, but not required, to seek a reasonable fee in consideration of granting his/her consent.
- (f) **Clauses 11.2(a), (b), (c) and (d)** do not oblige AISL to use the Athlete's name, voice, photograph, image, likeness or identity in any advertisement, promotion marketing activity, document, or on any merchandise or at any shooting competition or function.
- (g) The Athlete warrants that he/she has not assigned or licensed any rights in his/her name, voice, photograph, image, likeness or identity to any other person in a way that would prevent AISL or a Sponsor from publicising or otherwise using his/her name, voice, photograph, image, likeness or identity in the manner outlined in this agreement.

## **12. THE ATHLETE'S RIGHTS**

### **12.1 Personal Sponsorship**

The Athlete may seek and obtain sponsorship for himself/herself as an individual provided that:

- (a) prior to signing this agreement, the Athlete had entered into a sponsorship agreement with a person where such sponsorship does not conflict with the sponsorship of a Sponsor, and the Athlete has, prior to signing this agreement, declared such agreement in writing to AISL; or
  - (b) on or after signing this agreement, the Athlete enters into a sponsorship agreement with a person where such sponsorship does not conflict with the sponsorship of a Sponsor, and the Athlete obtains the prior written consent of AISL to do so (such consent will not be unreasonably withheld),
- and
- (c) such personal sponsorship does not represent a sponsorship, approval or association with AISL, a Sponsor, the High Performance Program and/or the Team, which does not exist; and
  - (d) such personal sponsorship is not, in the Chief Executive Officer's opinion, in conflict with or detrimental to AISL, the High Performance Program and/or the Team, or any Sponsor's sponsorship.

### **12.2 Use of Identity**

The Athlete may participate in any advertising, marketing or promotional activity if:

- (a) prior to signing this agreement, the Athlete had entered into an agreement with a person for such activity where such activity does not conflict with the sponsorship by a Sponsor, and the Athlete has, prior to signing this agreement, declared such agreement in writing to AISL; or
  - (b) on or after signing this agreement, the Athlete enters into an agreement with a person for such activity where such activity does not conflict with the sponsorship of a Sponsor, and the Athlete obtains the prior written consent of AISL to do so (such consent will not be unreasonably withheld),
- and
- (c) such activity does not represent a sponsorship, approval or association with AISL, a Sponsor, the High Performance Program and/or the Team, which does not exist; and
  - (d) such activity does not, in the Chief Executive Officer's opinion, bring AISL, the High Performance Program and/or the Team, or any Sponsor into disrepute.

### **13. TERMINATION**

#### **13.1** If the Athlete:

- (a) breaches any right or obligation in this agreement (including the schedules);
- (b) is suspended from any event, competition, team or High Performance Program by AISL or any of its members;
- (c) is found guilty by AISL of a breach or violation of its constitution, by-laws or policies (however described); or
- (d) is involved in any major controversy which is in the public arena,

AISL may in its absolute discretion do any one or more of the following:

- (e) remove the Athlete from the High Performance Program and/or the Team (including sending the Athlete back to his/her usual residence at the Athlete's expense);
- (f) withhold and/or forfeit from the Athlete any sum of money (including reimbursement of expenses) which would otherwise be payable to him/her under this agreement;
- (g) restrict or withhold any benefit the Athlete is entitled to under this agreement;
- (h) terminate immediately or otherwise (as AISL shall determine) this agreement by written notice;
- (i) immediately require the Athlete to return home from any training or competition venue (at his/her own expense);
- (j) take such other action as it considers fit,

provided that before taking action under this clause, AISL shall give the Athlete a reasonable opportunity to be heard concerning the alleged breach or matter giving rise to the termination.

- 13.2** In addition to **clause 13.1**, AISL may terminate this agreement by giving written notice to the Athlete, if:
- (a) the Athlete is ill or injured;
  - (b) a sponsorship by a Sponsor ceases or is varied so as to reduce substantially the overall benefits to AISL and the Athlete;
  - (c) where the Athlete is a member of the Team, the competition in which the Team was intending to compete is cancelled, or in any other circumstance in which the AISL determines that the Team will not participate in the competition; or
  - (d) the funding of AISL from any other person ceases, or is substantially reduced.
- 13.3** The Athlete may retire or withdraw from the High Performance Program and/or the Team and in doing so will automatically terminate this agreement, by giving no less than thirty (30) days written notice to the National Head Coach and the Chief Executive Officer.
- 13.4** The rights and obligations in this agreement in **clauses 8.6, 9.2, 11.2, 14, 15, 17, 18, 19, 20** will continue notwithstanding the termination, or expiry, of this agreement.

#### **14. NOT EMPLOYMENT RELATIONSHIP**

- 14.1** The parties agree there is no relationship of employer/employee, principal/agent or partnership between them, nor does anything in this agreement create any relationship of employer/employee, principal/agent or partnership between them.
- 14.2** The Athlete is responsible for the payment of any taxes which are due and payable arising out of any income he/she receives from AISL under this agreement.

#### **15. AGREEMENT CONFIDENTIAL**

The parties agree that the contents of this agreement shall be kept confidential to the Board and relevant employees and agents of AISL and the Athlete, provided that each shall be entitled to disclose the agreement to their professional advisers. The parties in turn agree to require their professional advisers to keep the agreement confidential.

#### **16. RESTRAINT OF TRADE**

The Athlete acknowledges and agrees that this agreement restricts his/her absolute freedom to exploit his/her name, voice, photograph, image, likeness or identity as a member of the High Performance Program and, if selected, the Team. He/she acknowledges and agrees that such restrictions are necessary and desirable in the public interest and for the purposes of protecting the sources of income from marketing and fundraising, which is necessary to fund the operations of AISL in

facilitating the High Performance Program and the Team, and for the development and participation of future national elite shooting Athletes.

## **17. DISPUTES**

- 17.1** If the parties are in dispute about any matter arising from this agreement, (except a Selection Dispute) it is agreed that the parties will endeavour to negotiate in good faith to see whether an agreed settlement can be reached.
- 17.2** If an agreement in **clause 17.1** cannot be reached within fourteen (14) days of the dispute arising, it shall be resolved by either party submitting the dispute to an arbitrator appointed by the Court of Arbitration for Sport. The party submitting the dispute shall immediately upon applying for such arbitration, give written notice to the other party of that application.
- 17.3** The procedure for dealing with a dispute shall be determined by the Court of Arbitration for Sport. The decision of the arbitrator shall be final.
- 17.4** The parties agree that the dispute resolution procedure in this agreement must be exhausted before any proceedings may be commenced in any court or tribunal.

## **18. INDEMNITY**

- 18.1** For the purposes of this **clause 18**, AISL shall mean and include AISL, its members, Board, officials, coaches, medical practitioners, sports scientists, therapists and members of the High Performance Program and Team, any independent contractor from time to time engaged by AISL and any voluntary worker carrying out honorary or unpaid activities for AISL.
- 18.2** The Athlete acknowledges there is some risk associated with their participation in the Sport.
- 18.3** The Athlete agrees that AISL will not be under any liability to him/her for any loss, damage, illness or injury of any kind arising from, or in connection with, directly or indirectly, any act, omission or fault of any person (including AISL) in respect of:
- (a) his/her membership of the High Performance Program and/or the Team;
  - (b) his/her participation in any training or competition with or for the High Performance Program and/or Team;
  - (c) any disciplinary action taken against him/her by AISL or any other person;  
or
  - (d) any issue arising out of his/her selection or non-selection to the Team.
- 18.4** The Athlete indemnifies and will at all times keep indemnified AISL from and against all actions, suits, proceedings, claims, demands, costs and expenses which may be incurred by him/her or taken or made against AISL in connection with, or arising out of, any loss, damage or injury in **clause 18.3**.
- 18.5** The Athlete agrees and acknowledges that AISL may act as his/her agent in incurring expenses and doing whatsoever is reasonably necessary for his/her benefit in connection with or arising out of any such injury, illness, loss, damage or other mishap.

## 19. INTERPRETATION

### 19.1 Definitions

In this agreement, unless the subject or the context otherwise requires:-

**“Anti-Doping Policy”** means the AISL Anti-Doping Policy as set out in schedule 7 and as amended from time to time.

**“ASC”** means the Australian Sports Commission.

**“Athlete Code of Behaviour”** means the AISL Athlete Code of Behaviour as set out in schedule 4 and as amended from time to time.

**“Board”** means the board of AISL.

**“Chief Executive Officer”** means the Chief Executive Officer of AISL appointed by the Board.

**“Clothing”** means the clothing provided to the Athlete in accordance with clause 2.1(e).

**“Competition Period”** means the period commencing at midnight on the day before a competition (or if AISL has made High Performance Program/Team travel arrangements for the competition, at midnight on the day before the High Performance Program/Team is due to depart for the competition) and continuing until midnight on the last day of the competition (or if AISL has made High Performance Program/Team travel arrangements for the competition, at midnight on the day the High Performance Program/Team returns to the High Performance Program/Team’s home city/town). For avoidance of any doubt, in this definition, the word “competition” means any competition or series of competitions between Australia and one or more international teams and includes any period of training associated with the competition.

**“Equipment”** means the equipment provided to the Athlete in accordance with clause 2.1(f).

**“Expense Claim Form”** means the AISL Expense Claim Form as set out in schedule 6 and as amended from time to time.

**“High Performance Manager”** means the High Performance Manager of AISL.

**“High Performance Program and Team Officials”** means those person who are appointed by AISL to assist the High Performance Program and/or the Team and includes the Team medical officer.

**“International Federation”** means the International Shooting Sport Federation, the governing body of the international shooting sport.

**“National Head Coach”** means the National Head Coach of the High Performance Program and the Team appointed by the Board.

**“Selection Dispute”** means a dispute between the Athlete and AISL regarding the Athlete’s selection or non-selection to the High Performance Program or the Team.

“**Selection Policy**” means the AISL Selection Policy as set out in schedule 1 and as amended from time to time.

“**Sponsors**” means those persons and organisations which sponsor AISL or any aspect of its operations and activities including those which are listed in schedule 2 at the date this agreement was signed, and as amended from time to time.

“**Sport**” means the sport of shooting.

“**Travel Policy**” means the AISL Travel Policy as set out in schedule 5 and as amended from time to time.

## 19.2 Construction

In this agreement, unless the subject or the context otherwise requires:-

- (a) words importing the singular include the plural and vice versa;
- (b) words importing one gender include other genders;
- (c) a reference to any party or other person includes that person's successors and permitted assigns;
- (d) a reference to a statute, ordinance or other legislation includes any amendment, replacement or re-enactment for the time being in force and includes all regulations, by-laws and statutory instruments made thereunder;
- (e) a reference to this or any other document includes a reference to that document as amended, supplemented, novated or replaced from time to time;
- (f) a reference to a recital, clause or schedule is a reference to a recital, clause or schedule of this agreement;
- (g) a reference to writing includes all means of reproducing words in a tangible and permanently visible form;
- (h) a reference to time is a reference to time in the State of South Australia;
- (i) a reference to a person includes a natural person, corporation, partnership, trust, estate, joint venture, sole partnership, government or governmental subdivision or agency, association, co-operative and any other legal or commercial entity or undertaking;
- (j) where a party comprises two or more persons any agreement or obligation to be performed or observed by that party binds those persons jointly and each of them severally, and a reference to that party is deemed to include a reference to any one or more of those persons;
- (k) the headings in this agreement do not affect its interpretation; and
- (l) the recitals and the schedules form part of this agreement.

## 20. MISCELLANEOUS

**20.1 Further Acts**

Each party agrees to do all things that may be necessary or desirable to give full effect to every part of this agreement if asked in writing by another party to do so.

**20.2 Assignment**

The Athlete's rights and obligations under this agreement are personal to the Athlete and cannot be assigned or otherwise dealt with.

**20.3 Provisions Severable**

If any provision of this agreement is invalid, illegal or unenforceable in any respect the validity, legality and enforceability of the remaining provisions will not be affected and such invalid, illegal or unenforceable provision is to be severed from this agreement.

**20.4 Governing Law**

This agreement is governed by and construed in accordance with the laws of the State of South Australia, Australia and the parties irrevocably submit to the jurisdiction of the courts of that State.

**20.5 Variation**

No part of this agreement may be amended or modified unless reduced to writing making specific reference to this agreement and signed by the parties or their authorised representatives.

**20.6 Entire Agreement**

This agreement sets out the entire agreement and understanding between the parties with respect to the subject matter of this agreement and supersedes all prior agreements, understandings and representations.

**20.7 Acknowledgement**

The Athlete warrants that, in executing this agreement, he/she has read and understood the terms of the agreement and that prior to the execution hereof, he/she has been provided the opportunity to seek independent legal advice in relation to the terms of this agreement.

**20.8 Privacy**

- (a) AISL requires the Athlete to provide his/her personal information in the Athlete Information Form (attached at Schedule 8) for use in relation to the Athlete's participation as a member of the High Performance Program and/or Team.
- (b) AISL will use the Athlete's personal information in accordance with AISL's Privacy Statement and in accordance with the *Privacy Act 1988* (Cth).
- (c) The Athlete may access his/her personal information through AISL upon reasonable request.

- (d) The Athlete consents to AISL collecting personal information including health information and acknowledges that it is necessary for the Athlete's participation in the High Performance Program and the objects of AISL.
- (e) The Athlete acknowledges that his/her personal information may be used by AISL and its authorised employees and agents in accordance with this agreement.

**EXECUTED** by the parties:

**SIGNED** by **Nick Sullivan** for and on behalf of the **AUSTRALIAN INTERNATIONAL SHOOTING LIMITED** in the presence of:

)  
)  
)  
)  
) \_\_\_\_\_

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness (please print)

**SIGNED** by **{athlete}** in the presence of:

)  
)  
)  
)  
) \_\_\_\_\_

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness (please print)

**PARENT/LEGAL GUARDIAN DECLARATION**

If the Athlete is under the age of 18 years, the Athlete's parent or guardian must sign the following agreement.

I,.....  
(given name) (surname)

of.....  
(address)

.....Postcode .....

being the parent/guardian of .....

hereby acknowledge that I have read and fully agree to the rights and obligations of my son/daughter as the "Athlete" as set out in this agreement for his/her participation in the High Performance Program and, if selected the Team.

..... **(PARENT/GUARDIAN)**

**SCHEDULE 1**

**High Performance Squad Selection Policy**

Our current policy is on the AISL website [www.ausshooting.org](http://www.ausshooting.org)

Please refer to the following pages.

AISL High Performance Plan- [http://www.ausshooting.org/HP\\_Plan\\_pdf\\_120209.pdf](http://www.ausshooting.org/HP_Plan_pdf_120209.pdf)

**SCHEDULE 2**

**Clause 2.1(c) Sponsors**

**Australian Sport Commission**



**Australian Government**  
**Australian Sports Commission**

**Principal Sponsor**

**Australian Olympic Committee**



**Australian Commonwealth Games Assoc.**



**Australian Paralympic Committee**



**Adam Internet Services**



### **SCHEDULE 3**

#### **Item 1**

#### **Clauses 2.1(e) and 6.1(a)**

#### **High Performance Program Clothing**

The following are the items of clothing which the AISL may require the Athlete to purchase, as a member of the High Performance Program for use while training and/or competing as a member of the High Performance Program as directed by AISL (including its agents and officials):

<b>AISL Tracksuit</b>	<b>\$160.00</b>
<b>Ladies/Men's Blue Polo Shirts</b>	<b>\$ 35.00</b>
<b>Ladies/Men's White Polo Shirts</b>	<b>\$ 45.00</b>
<b>Ladies/Men's White Cool-Dry T-Shirts</b>	<b>\$ 45.00</b>
<b>AISL Shooting Cap</b>	<b>\$ 25.00]</b>

including such other clothing as AISL may issue from time to time.

#### **Item 2**

#### **Clauses 2.1(e) and 6.1(a)**

#### **Team Clothing**

The following are the items of clothing which the AISL may require the Athlete to purchase, if he/she is selected as a member of the Team for use while training and/or competing as a member of the Team as directed by AISL (including its agents and officials):

<b>AISL Tracksuit</b>	<b>\$160.00</b>
<b>Ladies/Men's Blue Polo Shirts</b>	<b>\$ 35.00</b>
<b>Ladies/Men's White Polo Shirts</b>	<b>\$ 45.00</b>
<b>Ladies/Men's White Cool-Dry T-Shirts</b>	<b>\$ 45.00</b>
<b>AISL Shooting Cap</b>	<b>\$ 25.00</b>
<b>Men's King Gee Chino Trouser</b>	<b>\$ 69.95</b>
<b>Men's King Gee Chino Short</b>	<b>\$ 54.95</b>
<b>Women's King Gee Chino Pant</b>	<b>\$ 69.95</b>
<b>Women's King Gee Chino Short</b>	<b>\$ 54.95</b>
<b>Women's King Gee Chino Skirt</b>	<b>\$ 59.95</b>

including such other clothing as AISL may issue from time to time.

Note: King Gee clothing needs to be purchased from your local supplier. Prices above are indications at time of publication

**Item 3**

**Clauses 2.1(f) and 6.2**

**High Performance Program Equipment**

The program may require athletes to purchase specific items as agreed with the High Performance Coach, if he/she is selected as a member of the High Performance Program for use while training and/or competing as a member of the High Performance Program.

**Items Identified:-**

**Item 4**

**Clauses 2.1(f) and 6.2**

**Team Equipment**

The Team Members may be required to purchase additional items as determined from time to time to ensure team comfort and standards.

**SCHEDULE 4****Clause 3.6****Athlete Code of Behaviour**

In compliance with the terms and conditions of the Athlete Agreement (which, for the avoidance of any doubt includes the schedules) and in consideration of the Athlete receiving financial (or other) support from AISL ("AISL Support"), the Athlete undertakes the following.

1. The Athlete agrees to:
  - (a) work towards achieving his/her full potential in the Sport;
  - (b) maintain a lifestyle conducive to sporting excellence in the Sport; and
  - (c) abide by both the rules and the spirit of the Sport.
2. For the avoidance of any doubt, the Athlete agrees to:
  - (a) accept the terms, conditions and criteria in the Selection Policy;
  - (b) wear the specified Clothing as required by the Athlete Agreement;
  - (c) use the specified Equipment as required by the Athlete Agreement;
  - (d) complete the Expense Claim Form for reimbursement of eligible items as required by the Athlete Agreement;
  - (e) comply with the terms and conditions in this Athlete Code of Behaviour;
  - (f) comply with the Anti-Doping Policies of the ASC, the International Federation, and AISL and as required by the Athlete Agreement;
  - (g) comply with the Travel Policy as required by the Athlete Agreement;
  - (h) accurately complete the Athlete Information Form and provide it to the AISL office, as soon as reasonably practicable after being requested by AISL to do so, and to notify the AISL office, of any subsequent changes to his/her Athlete Information Form; and
  - (i) not drink or use alcohol or other illicit substances whilst on training camps and competitions
3. The Athlete understands that he/she is able to access Athlete Career and Education Services ("ACE") at his/her State/Territory Institute/Academy of Sport and that under the review conditions that exist for the ongoing receipt of support, progress with respect to an ACE assessment is one of the review criteria.
4. The Athlete acknowledges:
  - (a) that as a recipient of AISL Support, the ASC may refer to him/her as an athlete receiving funding support and that where possible he/she will recognise the support of the Australian Government and the ASC being provided to him/her through the AISL;

- (b) that funding support will be terminated immediately if he/she:
    - (i) retires from international competition;
    - (ii) decides to compete for a country other than Australia;
    - (iii) does not continue to train and perform at a level that is considered by the AISL as medal potential standard for the designated bench mark events or does not continue to meet any other AISL eligibility criteria; or
    - (iv) breaches the Athlete Agreement;
  - (c) that if the AISL terminates the Athlete Agreement because the Athlete has breached the Anti-Doping Policies of the ASC, his/her International Federation, or AISL, the ASC may require the Athlete to repay to the ASC any funding previously paid to him/her under the Athlete Agreement, which for the avoidance of any doubt, includes this Athlete Code of Behaviour; and
  - (d) that support is subject to review by AISL of the Athlete's training and performance, and that the AISL may terminate his/her support or vary the amount of his/her support immediately if the AISL is not satisfied with his/her training and performance.
5. The Athlete warrants that he/she is an Australian citizen, or has permanent residency status, and is eligible to represent Australia under the international rules of the Sport.
  6. The Athlete accepts AISL Support and the benefits and conditions outlined in the Athlete Agreement (including, for the avoidance of any doubt, this Athlete Code of Behaviour) and warrants that he/she does not earn an annual after tax income of more than \$50,000 AUD per annum from all sources including the receipt of any accommodation, meals and/or living allowances under residential programs (e.g. AIS Residential Athletes) and Australian Olympic Committee Medal Incentive Funds or other direct athlete payments.

The Athlete must participate and train in line with the following Code of Conduct:

1. **RESPECT:** Respect the rights, dignity and worth of fellow athletes, coaches, officials and spectators. Respect the talent, potential and development of fellow athletes and competitors.
2. **SAFETY:** Contribute to a safe sporting environment and respectful culture which is accepting of individual differences and free from all forms of harassment including sexual harassment.
3. **EQUIPMENT:** Care and respect the equipment and facilities used during the course of the program.
4. **HONESTY:** Be frank and honest with any AISL coach concerning illness and injury and the Athlete's ability to train fully within the program requirements.
5. **BEHAVIOUR:** Conduct his/herself in a professional manner relating to personal behaviour, ethical standards, language, manner, temper and punctuality when in competitions, travelling and at other official functions as directed by AISL.
6. **RESPECT OFFICIALS:** Abide by the rules and respect the decision of the referee / range officer/ judge, making any appeals through the formal process and respecting the final decision.

7. **ATTITUDE:** Be honest in his/her attitude and preparation to training. Work equally hard for his/herself and the team.
8. **COOPERATION:** Cooperate with coaches and AISL staff in the development of programs to adequately prepare for International competition at the highest level.

**SCHEDULE 5**

**Clause 5.4**

**Travel Policy**

Our current policy is on the AISL website [www.ausshooting.org](http://www.ausshooting.org)

**On selection, a copy of the current Travel Policy will be sent to you for your signature of acknowledgment. You will be required to return it signed to AISL prior to travel.**

**SCHEDULE 6**

**Clause 2.1(h)(ii)**

**Expense Claim Form**

**Our Current Expense Claim Form is on the AISL website [www.ausshooting.org](http://www.ausshooting.org)**

**SCHEDULE 7**

**Clause 4**

**Anti-Doping Policy**

The Current Policy is on the AISL website [www.ausshooting.org](http://www.ausshooting.org)

Please refer to the following pages.

AISL Anti Doping Policy- <http://www.ausshooting.org/html/policies.html>

**SCHEDULE 8**

**Clause 20.8(a)**

**Athlete Information Form**

*(To be completed by the Athlete)*

<b>Surname:</b>	<b>First Name:</b>
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<b>Occupation:</b>	<b>Date of Birth:</b>
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<b>Home Address:</b>
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<b>Postal Address:</b>
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**Bank/Credit union or building society account details for any payments**

Name of bank/finance facility:	Name account is held in:	BSB number:	Account number:
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**Telephone**

Home:	Work:	Mobile:	Fax:
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Medicare Number:	Expires:
Private Health Fund:	Membership Level:
Passport Number:	Expires:

Firearms Licence No.	Gun model:	Gun Model:
	Serial No:	Serial No:

**Air Travel**

Airport of Departure:	Frequent Flyer No:	Qantas Club Number:
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**Next of Kin Details**

Name:	Relationship:		
Address:			
Home:	Work:	Mobile:	Fax:

*Athlete's  
Signature:*

*Date:*

***(THIS FORM IS TO BE COMPLETED AND RETURNED TO THE AISL OFFICE)***