

# **International Playing Agreement – A Contract For Services**

Between

**New Zealand Cricket**

and

**[Name of Major Association]**

and

**[Name of Player]**

**Date [                      ] 201[    ]**

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## 1. Introduction

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- 1.1 NZC is a full member of the ICC. NZC selects and manages the BLACKCAPS, which participates in Test Matches, One Day International (ODI) and International Twenty20 cricket.
- 1.2 NZC and the Major Associations together administer cricket competitions in New Zealand between Major Association Teams which are currently played in the following formats (together referred to as **Domestic Competitions**):
- (a) four day cricket (currently referred to as the **Plunket Shield**);
  - (b) one day cricket (currently referred to as the **National One Day Competition**); and
  - (c) Twenty20 cricket (currently referred to as the **HRV Cup**).
- 1.3 Each Major Association selects and manages a Major Association Team which participates in Domestic Competitions.
- 1.4 Every person who is either:
- (a) an NZC Contracted Player or a Major Association Contracted Player; or
  - (b) a non-contracted Player selected to play in a Test Match, ODI, International Twenty20 game, a game for a New Zealand Team or a game which is part of a Domestic Competition or selected or required to participate in a match contemplated in clause 23.2 of the Master Agreement.
- must be retained pursuant to:
- (ii) the Master Agreement agreed between NZC, the Major Associations and the CPA; and
  - (a) one of the Playing Agreements in the form annexed to the Master Agreement.
- 1.5 Terms in the Master Agreement which are for the benefit of Players, NZC or a Major Association may be enforced by those Players, NZC or a Major Association respectively.
- 1.6 The parties agree that the Master Agreement and the relevant Playing Agreement together form the terms and conditions applicable to Players, and are binding on the parties.
- 1.7 The parties understand and agree that the relationship that exists between them is one of independent contractor and principal (being the Player's Major Association and NZC) pursuant to a contract for services and that, accordingly:
- (a) The Player is an independent contractor and, for the avoidance of doubt, is not an employee and therefore has no entitlement to any benefits conferred by employment-related legislation on employees and has had a reasonable opportunity to seek advice before entering into this Playing Agreement.
  - (b) The Player shall not in any circumstances hold himself out to be an employee of NZC or in any way involved in an employment relationship with NZC or with a Major Association.

- (c) The Player shall be solely responsible for complying with all his obligations as an independent contractor (including his obligations under clause 33 of the Master Agreement) including but not limited to the payment of all taxes, levies (including ACC levies) and other liabilities and expenses of whatever nature relating to the Player as an independent contractor.

## 2. Parties

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2.1 The parties to this International Playing Agreement (the **Playing Agreement**) are:

- (a) New Zealand Cricket ("**NZC**"); and
- (b) [The Major Association] ("**the Major Association**"); and
- (c) [Name of Player] ("**the Player**").

## 3. Term

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- 3.1 The term of this Playing Agreement commences on 1 August [insert year] and, unless terminated earlier in accordance with the provisions of this Playing Agreement, continues until 31 July [insert year].
- 3.2 This Playing Agreement outlines obligations owed by each of the parties in respect of the Player's participation in both international and domestic cricket.
- 3.3 Nothing in this Playing Agreement shall be construed as implying, or giving any legitimate expectation to the Player, that the term of this Playing Agreement will be extended beyond the term specified in clause 3.1 herein.

## 4. The Cricket Environment

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- 4.1 By entering into this Playing Agreement, the Player agrees to be an NZC Contracted Player.
- 4.2 As an NZC Contracted Player, the Player will be available for and may be selected by NZC to play for the BLACKCAPS in Test Matches, ODIs and International Twenty20 (and in certain other events in accordance with the Master Agreement).
- 4.3 The Player is required to be registered with a cricket club, and to be eligible for selection by a Major Association. The Player must, by 8 July, declare which Major Association he will be available for (subject to other commitments owed under this Playing Agreement) during the subsequent Contract Year. The Player must at all times comply with NZC domestic player eligibility and residency regulations (as amended from time to time).
- 4.4 Subject to any NZC policies on resting Players (including policies for rest breaks from playing and training duties and managing recovery from illness or rehabilitation from injury):

- (a) At times when the Player is not selected as a member of the BLACKCAPS or a New Zealand Team he must make himself available to play for his Major Association Team in Domestic Competitions;
  - (b) Where the Player is not required to perform any obligations as a member of the BLACKCAPS, a New Zealand Team or any obligations as a member of his Major Association Team, he must make himself available to play club, District Association and Provincial A cricket (where applicable).
- 4.5 For the avoidance of doubt, playing club, district association or Provincial A cricket is not a professional obligation in respect of which the Player is entitled to receive Match Fees pursuant to this Playing Agreement.
- 4.6 The Player accepts that, at all times whilst he is playing cricket in New Zealand, or for the BLACKCAPS or a New Zealand Team overseas, during the term of this Playing Agreement, he is subject to and (to the extent that they are applicable to him) must comply with and be bound by:
- (a) The MCC Laws of Cricket;
  - (b) NZC playing conditions, regulations and Code of Conduct;
  - (c) ICC Playing Handbook;
  - (d) the Player's Major Association and/or District Association playing conditions, policies, regulations and Code of Conduct;
  - (e) any new playing conditions, policies or regulations that may be adopted with the agreement of the CPA; and
  - (f) any amendments or variations to the above playing conditions, policies or regulations as may be agreed with the CPA and advised to the Player from time to time.

As appropriate, the Player must make himself familiar with any documents referred to in this clause and which are made available to him by NZC.

- 4.7 The Player will undertake the ICC's anti-corruption education programme and attend/or fulfil all other sessions/activities of the ICC anti-corruption education programme whenever requested to do so by NZC.
- 4.8 The Player agrees to report the following matters immediately, and in writing, to the captain or manager of the BLACKCAPS or to NZC's Chief Executive or to the ICC's anti-corruption unit:
- (a) any instance of the conduct referred to in clause 4.9 below of which the Player becomes aware (whether concerning the Player or any other Player); and/or
  - (b) any approach to himself (or to any other Player if he becomes aware of such other approach) from any other person to engage in, or encourage, any of the conduct referred to in clause 4.9 below; and/or
  - (c) any threat or attempt of any kind designed to induce him or any other Player to engage in (or encourage) any of the conduct referred to in clause 4.9 below .

- 4.9 The conduct referred to in clause 4.8 above means any matter in relation to anti-corruption covered by the ICC Playing Handbook and/or forming part of the ICC Anti-Corruption Code (as amended or varied from time to time).
- 4.10 The obligation contained in this clause is without prejudice to and shall be performed in conjunction with any other matching or similar obligation contained in the ICC Playing Handbook .
- 4.11 The Player agrees to comply with any reasonable request of the ICC, the ICC anti-corruption unit or NZC made in connection with any investigation of him or any other player within his team or an opposing team into corruption under investigation by any of those bodies. For the avoidance of doubt, a request by any such investigating body for disclosure of records or information (whether documentary or not) relating to the Player's affairs (whether personal or business related and including financial or telecommunications matters) shall be reasonable.
- 4.12 Unless (and to the extent) provided otherwise by applicable law, the Player agrees to make himself available for questioning at the reasonable request of the investigating body and to answer truthfully any questions put to him, giving full and accurate disclosure of all matters requested.
- 4.13 The Player agrees to abide by any requirements of confidentiality requested by the ICC, the ICC anti-corruption unit or NZC in connection with such matters. The ICC, the ICC anti-corruption unit and NZC will comply with the principles of natural justice and take all reasonable steps to ensure the confidentiality of the investigations (except to the extent as may be required by law to be disclosed).
- 4.14 The Player acknowledges that he shall not use or in any way be involved in the use or distribution of illegal drugs. For the avoidance of doubt, illegal drugs shall mean those drugs which are classified as unlawful in New Zealand or in the country in which a Player may be playing from time to time.
- 4.15 The Player acknowledges that doping practices are not in keeping with the spirit of the game of cricket and hereby agrees to be bound by and comply with the terms of the Sports Anti-Doping Rules 2010 (as amended from time to time).
- 4.16 In consideration of NZC entering into this Playing Agreement with the Player and paying the Player the Player Retainer, the Player undertakes and agrees with NZC that he shall not, during the term of this Playing Agreement, (subject to this Playing Agreement and clause 26 of the Master Agreement) make himself available for, nor play in any cricket match (including an indoor or modified rules cricket match) unless:
- (a) It is a match controlled by NZC; or
  - (b) It is a match controlled by the Player's Major Association (unless directed otherwise by NZC); or
  - (c) NZC gives its prior written consent allowing the Player's participation in such a match.

## 5. New Zealand Cricket's Obligations

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5.1 NZC will during the term of this Playing Agreement:

- (a) Treat the Player fairly and reasonably at all times.
- (b) Provide to the Player all services, and access to all facilities (including fitness training, cricket coaching, technical assistance and medical support) which are reasonably required for the Player to train or play for the BLACKCAPS or a New Zealand Team for which he is selected.
- (c) Pay the Player in accordance with the Master Agreement and Schedule 1 to this Playing Agreement.
- (d) Arrange and meet all reasonable expenses:
  - (i) consequent upon selection for the BLACKCAPS or a New Zealand Team;
  - (ii) in the performance of any Promotional Activities for an NZC Sponsor; and
  - (iii) in training and playing for the BLACKCAPS or a New Zealand Team,and, in particular, including:
  - (i) business class travel on all overseas trips, unless otherwise agreed between NZC and the CPA, save that travel to matches played in Brisbane, Sydney and Melbourne and/or training camps held anywhere in Australia may be by economy class;
  - (ii) subject to ICC regulations, single room accommodation while travelling or assembled with the BLACKCAPS or a New Zealand Team unless otherwise agreed between NZC and the CPA, save that accommodation provided during training camps may be on a shared-room basis;
  - (iii) provision of casual and formal clothing as is reasonably required by the Player for playing, training, travelling and performing Promotional Activities;
  - (iv) payment of allowances for meals and laundry expenses, in accordance with ICC protocols;
  - (v) allocations of no less than 4 tickets per Player per game for every game involving the BLACKCAPS or a New Zealand Team to which the Player is selected (6 tickets for matches played in Auckland, Wellington and Christchurch); and
  - (vi) provision of reasonable travel insurance in respect of overseas matches, tournaments and tours by the BLACKCAPS or a New Zealand Team.

5.2 Undertake development and assessment reviews in accordance with clause 12 of this Playing Agreement.

5.3 Take all necessary steps to educate the Player in relation to his obligations pursuant to the policies and regulations set out in clause 4.6.

## 6. Major Association's Obligations

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6.1 The Major Association will during the term of this Playing Agreement:

- (a) Treat the Player fairly and reasonably at all times.
- (b) Provide to the Player such services and access to all facilities which are reasonably required by the Player to train or play for any Major Association Team for which he is selected.
- (c) Pay the Player in accordance with the Master Agreement.
- (d) Arrange and meet all reasonable expenses associated with any travel and accommodation necessary for the Player:
  - (i) consequent upon selection for any Major Association Team;
  - (ii) in the performance of any Promotional Activities for a Major Association Sponsor; and
  - (iii) to train and play for any Major Association Team,

and, in particular, including:

- (i) provision of such casual and formal clothing as is reasonably required by the Player for playing, training, travelling and performing Promotional Activities, but not including such items as cricket footwear, socks and trousers;
- (ii) allocations of no less than 4 tickets per game for every game involving the Major Association Team to which the Player is selected; and
- (iii) payment of a daily allowance of no less than \$40 per day for every day spent outside of the Player's home town to cover meals and laundry, as follows –
  - The Daily Allowance will be set at \$40 per playing day and \$50 per non match day.
  - A \$10 allowance will be paid for partial travel days e.g. where the Player returns home after lunch.

## 7. Player's Obligations

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7.1 The Player will, during the term of this Playing Agreement:

- (a) Act in a fair and reasonable manner at all times in his dealings with NZC and the Player's Major Association.
- (b) Be available for selection to the BLACKCAPS and New Zealand Teams and Major Association Teams (subject to a release in accordance with clause 26 of the Master Agreement).

- (c) Play to the best of his ability and in accordance with *The MCC Laws of Cricket* (as amended from time to time) and the ICC and NZC Codes of Conduct (where applicable and as may be amended from time to time), and in particular will:
  - (i) Comply with any fitness and rehabilitation programmes as may be prescribed by NZC (and as may be amended by NZC from time to time).
  - (ii) Report promptly, and in a prepared state, for all training sessions and matches as required by NZC or the Major Association.
  - (iii) Participate to the best of the Player's ability in all training sessions and matches as required by NZC or the Major Association.
  - (iv) Hold a current passport and be eligible to travel overseas and back to New Zealand (including being eligible to obtain any necessary visas for any countries which the Player is required to play in by NZC).
  - (v) Act, dress and behave in a professional manner (as required by NZC from time to time) when travelling with or assembled with any team to which he is selected.
- (d) Perform Promotional Activities as may be required by NZC and/or by the Player's Major Association from time to time.
- (e) Perform Media Activities and not disclose any information or make any comment to the media which may be contrary to the best interests of NZC or the Major Association.
- (f) Not act contrary to the best interests of NZC or the Major Association.
- (g) At the reasonable request of NZC, or the Major Association, undertake a full medical examination at any time during the term of this Playing Agreement for the purpose of assessing his fitness and ability to play cricket. The Player agrees that all medical reports (including but not limited to the Player's past illness, injury and rehabilitation history) relating to such assessments will be forwarded on request to the NZC medical adviser.
- (h) The Player acknowledges and agrees to personal information relating to his performance as a NZC Contracted Player (including but not limited to personal statistics, fitness data and injury records) will be stored and may be used by NZC as part of the High Performance database both during and beyond the term of this Playing Agreement but will not be disclosed to a third party without the Player's consent.
- (i) Immediately notify NZC of any illness or injury which may affect the Player's ability to play cricket.
- (j) Comply with all reasonable directions of NZC and the Player's Major Association in respect of the Player's obligations under the terms of this Playing Agreement.

## 8. Property Rights

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- 8.1 The Player acknowledges that NZC and the Major Association own the exclusive rights to the use of their respective names and logos and the names, logos and uniforms of the BLACKCAPS, New Zealand Teams and Major Association Teams respectively, which NZC or the Major Association may require them to wear or be associated with. The Player must not use NZC's or the Major Association's name or logos, outside of playing for the BLACKCAPS, a New Zealand Team or a Major Association Team, without the prior written approval of NZC or the Major Association, as the case may be.
- 8.2 NZC and the Major Association acknowledge that the Player owns his Player Property.
- 8.3 The Player grants, for the term of this Playing Agreement, to NZC and the Major Association an exclusive licence to use, and sub-licence the use of, his Player Property by associating it with the names, logos and uniforms of the BLACKCAPS, New Zealand Teams and Major Association Teams and/or the names and logos of NZC and the Major Association so as to identify that Player as a member of the BLACKCAPS, a New Zealand Team or a Major Association Team. For the purposes of this clause, the Player will be identified as a member of a team if he is associated with three or more other Players who are members of the same team.
- 8.4 When entering into a licensing agreement with a sponsor, NZC or the Major Association must stipulate in that contractual arrangement that, in accordance with clause 8.3, the Player must be identified as a member of a team by being associated with three or more other Players who are members of the same team.
- 8.5 The Player acknowledges that, during the term of this Playing Agreement, NZC and the Major Association may use the Player's Player Property in connection with the production of material the dominant purpose of which is related to the promotion of cricket in New Zealand including, by way of example:
- (a) The use of the Player's name, image and voice in connection with television, radio, print, billboards, posters, fliers, websites and street banner advertisements promoting international or domestic cricket or the BLACKCAPS, a New Zealand Team or the Player's Major Association Team. Other media may be utilised for the purposes outlined in this clause with the consent of the CPA.
  - (b) The use of the Player's name and photograph on trading cards produced by or on behalf of NZC.
  - (c) The use of the Player's name and/or image in publications produced by or on behalf of NZC or the Player's Major Association including:
    - (i) Annual Report.
    - (ii) Player programmes.
    - (iii) Seasonal magazine publications produced by NZC from time to time promoting international and/or domestic cricket.
    - (iv) Posters published by or on behalf of NZC or the Player's Major Association promoting international and/or domestic cricket or the BLACKCAPS, a New Zealand Team or the Player's Major Association Team.

- 8.6 In circumstances where clause 8.5 applies, the Player's Player Property may be used by NZC or by the Player's Major Association without the restrictions referred to in clauses 8.3 and 8.4 herein.

## 9. **Player Licensing And Merchandising**

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- 9.1 The parties agree that NZC and the Major Association have the sole right to produce, and to license others to produce, products designed for sale to the public that use the intellectual property of NZC and the Major Association outlined in clause 8 (**Licensed Products**). Licensed Products may include, but are not limited to, clothing, headwear and other apparel, cricket equipment, memorabilia, back-to-school products (e.g. lunch boxes, school bags, binders, pencils & pens sets), electronic and digital games, novelties, printed products (e.g. calendars, diaries, posters), videos, DVDs and trading cards.
- 9.2 In circumstances where NZC seeks to use a Player's Player Property in connection with any such Licensed Products, the provisions of clause 31 of the Master Agreement will apply.

## 10. **Promotional Activities**

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- 10.1 The Player will, from time to time, be required by NZC or the Player's Major Association to undertake Promotional Activities.
- 10.2 NZC or the Major Association may require the Player to:
- (a) wear or use NZC Sponsors' or Major Association Sponsors' products and services while:
    - (i) training or playing for the BLACKCAPS, a New Zealand Team or Major Association Team;
    - (ii) travelling with or assembled with the BLACKCAPS, a New Zealand Team or Major Association Team (including travel to and from team assembly); and
    - (iii) performing Promotional Activities;
  - (b) attend photographic, filming or recording sessions for NZC or the Player's Major Association or for NZC Sponsors or Major Association Sponsors;
  - (c) attend activities and functions to promote NZC Sponsors or Major Association Sponsors;
  - (d) perform educational visits and public relations and charitable activities;
  - (e) attend NZC or Major Association functions or functions hosted by any club or other organisation hosting the BLACKCAPS, a New Zealand Team or Major Association Team of which the Player is a member; and
  - (f) attend other activities as reasonably directed by NZC or the Player's Major Association from time to time.

- 10.3 The Player will also attend and give media interviews as reasonably directed by NZC or the Player's Major Association from time to time. If such interviews are associated with the Player's normal playing activities (by way of example, a post-match interview by the Player) such activity will not be classified as a Promotional Activity to which the provisions of clause 10.6 herein apply. However, in the event that the interview is more in the way of a promotional nature (by way of example, a Player being requested by NZC to appear on a broadcast sports show) this activity will be classified as a Promotional Activity to which clauses 10.6 and 10.7 will apply.
- 10.4 If the Player is required to perform any Promotional Activity at any time other than when the Player is assembled with the BLACKCAPS, a New Zealand Team or the Major Association Team, NZC or the Major Association must give the Player 14 days' notice of that requirement.
- 10.5 The Player may request NZC or the Major Association's consent to be excused from performing any Promotional Activity. NZC or the Major Association will not unreasonably withhold consent to such a request.
- 10.6 During the term of this Playing Agreement, the Player may be required to perform a maximum of:
- (a) 10 Promotional Activity appearances for an NZC Sponsor or Broadcaster;
  - (b) 10 Promotional Activity appearances where the genuine and dominant purpose is the promotion of cricket;
  - (c) One (1) appearance for the purpose of filming a television advertisement for an NZC Sponsor or Broadcaster;
  - (d) Two (2) appearances for the purpose of recording a radio advertisement for an NZC Sponsor or Broadcaster or for the purpose of promoting cricket;
  - (e) Two (2) appearances in printed media for an NZC Sponsor or Broadcaster or for the purpose of promoting cricket;
  - (f) Two (2) appearances for the purpose of filming a segment for NZC to be broadcast on the at-ground big screen during a BLACKCAPS match; and
  - (g) Five (5) interviews for NZC to be featured on the official NZC website and for the purpose of promoting cricket.
- 10.7 The duration of a single Player appearance, as referred to in clause 10.6, shall not continue for a period exceeding four (4) hours, excluding the Player's travel time.
- 10.8 In respect of any obligation where a Player is required to autograph bats, shirts, posters or other items, no Player shall be required to participate for more than two hours or to sign more than 200 items unless the CPA consents to this limit being increased.
- 10.9 From time to time, whilst the Player is a member of and assembled with the BLACKCAPS, a New Zealand Team or the Player's Major Association Team, he may be requested by NZC or his Major Association (through the management of the applicable team) to participate in on-ground autograph sessions, usually prior to or after completion of play during a cricket match. The Player will comply with all such reasonable requests. For the sake of clarity, this activity will have no application in respect of the Player undertaking Promotional Activities and, in particular, the provisions of clause 10.6 above.

10.10 For the sake of clarity, NZC shall be entitled to require the Player to undertake Promotional Activities with or without the involvement of other Players.

## 11. Personal Promotions

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11.1 The Player may, during the term of this Playing Agreement, perform a Personal Promotion unless:

- (a) Such promotion is likely to give the impression that a third person or a third person's goods or services have the sponsorship of or approval of, or are in any way endorsed by, NZC, the Player's Major Association, the BLACKCAPS, a New Zealand Team or the Player's Major Association Team; or
- (b) The promotion involves the use (whether directly or indirectly or whether by the Player or anyone else) of the intellectual property of NZC or the Player's Major Association without the express prior consent of NZC or that Player's Major Association (as the case may be); or
- (c) The promotion will or may potentially place either NZC or the Player's Major Association in breach of contract with an NZC Sponsor or a Major Association Sponsor; or
- (d) The promotion will cause the Player to breach his obligations under this Playing Agreement and/or under the Master Agreement.

11.2 Where a Player wishes to perform a Personal Promotion:

- (a) Prior to undertaking that promotion the Player must notify NZC in writing and, if applicable, his Major Association.
- (b) In such written notification, the Player must provide full and accurate information to NZC (and to the Major Association) including disclosing the nature and material details of the proposed promotion (but he shall not be required to disclose payment or consideration).
- (c) NZC shall, within two working days, acknowledge receipt of such notice.
- (d) Where reasonably possible, NZC shall at the same time indicate whether or not NZC takes objection to the proposed Personal Promotion (on the basis that it may breach one of the provisions contained in clause 11.1 above).
- (e) If NZC wishes to object to such promotion then notification of that objection, and the reasons for such objection, should be given within five working days of receipt of full and accurate written notification by the Player of the proposed promotion.
- (f) If NZC objects to the proposed Personal Promotion then the dispute resolution provisions of clause 30 of the Master Agreement shall apply.

## **12. Development And Assessment Reviews**

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- 12.1 During the term of this Playing Agreement, NZC will meet with the Player to provide a development and assessment review in accordance with the guidelines agreed to with the CPA. These development and assessment reviews must take place, where reasonably possible, prior to the expiry of this Playing Agreement.
- 12.2 The result of any development and assessment review will be confidential between the Player, NZC and the Player's Major Association.

## **13. Misconduct In The Course Of A Match**

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- 13.1 If the Player is participating in any cricket match during the term of this Playing Agreement, any allegations relating to the Player's conduct will be dealt with in accordance with the following:
- (a) Where the Player is playing international cricket, the ICC Code of Conduct;
  - (b) Where the Player is playing for his Major Association either in the Domestic Competitions or in any other match arranged by his Major Association, or if the Player is playing for a District Association, the NZC Code of Conduct; and/or
  - (c) Where the Player is involved in club cricket, the relevant Major or District Association's Code of Conduct (as the case may be).

## **14. Misconduct Not During The Course Of A Match**

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- 14.1 Any conduct which occurs other than in the course of a cricket match may constitute misconduct relevant to the relationship between the Player, NZC and/or the Major Association.
- 14.2 The following are examples of conduct which will constitute serious misconduct:
- (a) Knowingly accepting or assisting a bribe (whether directly or indirectly), or otherwise agreeing not to play any game of cricket to the best of the Player's ability;
  - (b) Betting or gambling (or causing another person to bet or gamble on the Player's behalf) on the outcome, milestones or any contingent events of any game of cricket in which the Player plays;
  - (c) Committing any doping offence in breach of any ICC or NZC anti-doping rules as may apply from time to time;
  - (d) Knowingly making a false or incomplete representation concerning the Player's ability to perform the Player's obligations under this Playing Agreement or the Player's eligibility for selection for the BLACKCAPS, a New Zealand Team or a Major Association Team;

- (e) Committing an offence which is punishable by a period of imprisonment of two years or more.

14.3 Depending on the seriousness, examples of certain other conduct by the Player which may amount to serious misconduct include (but are not limited to):

- (a) Refusing, or failing without satisfactory excuse, to participate fully in any training session or team assembly which the Player is required to attend as a result of selection for the BLACKCAPS, a New Zealand Team or the Player's Major Association Team.
- (b) Unreasonably refusing to perform any promotional activities.
- (c) Breaching the Player's confidentiality obligations under clause 17 of this Playing Agreement.
- (d) Any conduct in breach of clause 20 of this Playing Agreement.
- (e) Being suspended from playing cricket for a period in excess of two months.
- (f) Any conduct in breach of clauses 7.1(f) or 7.1(g) of this Playing Agreement.
- (g) Breach of a requirement to seek consent.
- (h) More than one instance of misconduct (which is not necessarily serious misconduct the first time it occurs but which, cumulatively, may be regarded as serious misconduct).

14.4 Where NZC determines that the Player has committed serious misconduct it may, in its discretion:

- (a) Terminate this Playing Agreement with immediate effect; or
- (b) Direct the Player to pay a fine to NZC of up to \$4,000 within 7 days; and/or
- (c) Warn and counsel the Player.

14.5 Examples of conduct by the Player which are not likely to be regarded as serious misconduct but may amount to ordinary misconduct include (but are not limited to):

- (a) Failure to attend training or to participate fully in any training session.
- (b) Failure to assemble for team as directed.
- (c) Failure to attend promotional activities.
- (d) Failure to adhere to any fitness programme issued by NZC.
- (e) Failure to comply with any rehabilitation programme issued by NZC.

- 14.6 Where NZC determines that the Player has committed an act of ordinary misconduct it may, in its discretion:
- (a) Direct the Player to pay NZC a fine of up to \$500; and/or
  - (b) Warn or counsel the Player.
- 14.7 Where NZC directs the Player to pay a fine under this clause the Player consents to NZC deducting the amount of that fine from any other payment which is required to be paid to that Player by NZC.
- 14.8 Any instance of misconduct by the Player may be taken into account in a development and assessment review undertaken in accordance with clause 12.

## **15. Process For Investigation Of Allegations Of Misconduct**

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- 15.1 Where NZC or the Major Association considers that the Player may have committed serious misconduct:
- (a) NZC must immediately provide the Player with written notice of the alleged conduct and state whether, if substantiated, the allegations would amount to serious misconduct. The Player must within seven days of receiving the notice advise NZC whether or not he admits the conduct and, if so, whether he admits that the conduct amounts to serious misconduct.
  - (b) In the event the Player does not respond to the notice within seven days, or if the Player does not admit the conduct and the nature of the conduct alleged to have occurred, NZC must conduct an investigation to determine whether the alleged conduct has occurred and, if so, whether that conduct amounts to serious misconduct. This investigation should be initiated within seven days of the date of the Player's response to the notice and completed as soon as possible. In the event that the Player fails or refuses to respond to NZC as required by NZC during the investigation process then NZC is entitled to complete its investigation and make a decision based on the information it has at that time.
  - (c) In conducting its investigation NZC may follow its own procedure, but must comply with the requirements of natural justice at all times.
  - (d) At the conclusion of its investigation NZC must prepare a report summarising its findings and, if relevant, specifying any penalty to be imposed (in accordance with clause 14.4 or 14.6) and must provide a copy of this report to the Player.
  - (e) Where it considers that serious misconduct has occurred NZC may, in its discretion, impose any of the penalties set out in clause 14.4.
  - (f) A Player may challenge the finding or the penalty imposed by NZC by using the procedures in clause 16.

15.2 Where NZC or the Major Association considers that the Player may have committed ordinary misconduct:

- (a) The manager of the team for which the Player was selected at the time of the alleged misconduct, or some other person designated by NZC, must as soon as is reasonably possible inform the Player of the allegation and must, within 72 hours thereafter and in a manner consistent with the requirements of natural justice, carry out an investigation to determine whether the alleged misconduct has occurred.
- (b) If, following that investigation, the manager or the other designated person determines that the Player has committed an act of ordinary misconduct, he or she may impose any of the penalties set out in clause 14.6.
- (c) The Player may challenge the finding of the manager or any other designated person, or any penalty (or penalties) imposed, by using the procedures in clause 16.

## 16. Resolution Of Problems And Disputes

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16.1 NZC and the Major Association acknowledge that, from time to time, problems or disputes may arise in the relationship between one or both of them and the Player. This clause is intended to apply in the event of any such problem or dispute.

16.2 In the first instance, NZC the Major Association and the Player agree that each of them will act in good faith to attempt to resolve the problem or dispute by consultation and negotiation.

16.3 In the event that resolution is not possible within a reasonable time by way of such consultation and negotiation, the parties will follow the procedures set out in clause 30 of the Master Agreement.

## 17. Confidentiality

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17.1 The Player agrees that confidential information or trade secrets relating to the business of NZC, the Major Association, or Sponsors is confidential and must not be disclosed without the consent of NZC or the Major Association. The Player must ensure that his agent and representatives comply with the obligation of confidentiality under this clause.

## 18. Remuneration

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18.1 The Player, as an NZC Contracted Player, will be remunerated in accordance with the terms of the Master Agreement.

18.2 The Player has been ranked by NZC in accordance with the requirements of the Master Agreement and is entitled to receive a Player Retainer according to that ranking in accordance with the terms of the Master Agreement.

18.3 The Player's ranking, and the Player Retainer he is entitled to, are recorded in Schedule 1 to this Playing Agreement. The Player Retainer will be paid to the Player in twelve

equal monthly instalments during the term of this Playing Agreement (with monthly payments made in advance) unless otherwise agreed between NZC and the Player.

- 18.4 The Player will be entitled to receive Match Fees and other fees in accordance with the Master Agreement when selected for the BLACKCAPS, a New Zealand Team or his Major Association Team.
- 18.5 If the Player is rested from a Test Match, ODI, International Twenty/20 match or Domestic Competition match for reasons other than injury or loss of form, the Player will receive the applicable Match Fee in respect of the matches for which the Player is rested.
- 18.6 The Player is entitled to share in prize money won by the BLACKCAPS, a New Zealand Team or a Major Association Team of which he is a member, in accordance with any team protocol for such sharing.
- 18.7 If the Player is not named by NZC as a NZC Contracted Player for the next Contract Year (other than for reasons of retirement or other unavailability), the Player will receive an additional payment upon the expiry of this Playing Agreement equivalent to one month (gross) of the lowest NZC Contracted Player retainer (paid in two equal instalments over the 2 months following the expiry of this Playing Agreement). For the avoidance of doubt, such payment does not operate to extend this Playing Agreement beyond the term specified in clause 3.1 and will not be made in the event this Playing Agreement is terminated prior to its expiry.
- 18.8 The Player agrees that NZC or the Player's Major Association will be entitled to deduct, from the Player's remuneration, tax and any other deductions required by law.
- 18.9 The Player agrees that NZC or the Player's Major Association may also deduct from the Player's remuneration:
- (a) such amounts as the Player agrees are owing to NZC or his Major Association; and
  - (b) any outstanding fines that have been properly imposed against the Player pursuant to the Master Agreement or this Playing Agreement or under the rules, codes and/or policies referred to in clause 4.6.

## 19. **BLACKCAPS Service Fund**

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- 19.1 As a NZC Contracted Player, the Player is entitled to participate in the BLACKCAPS Service Fund. The Player will earn:
- (a) A Contract Credit for the Contract Year which falls during the term of this Playing Agreement; and
  - (b) Playing Credits for each Test Match, ODI and International Twenty/20 match in which he is selected in the final playing 11 of the BLACKCAPS team,
- in accordance with clause 10 of the Master Agreement.

## 20. Performance Of Other Activities

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- 20.1 It is acknowledged that, where the Player's obligations under the terms of this Playing Agreement allow, it may be possible for him to perform other activities (including playing cricket for another entity) provided he complies with the provisions of the Master Agreement including, but not limited to, clause 26.
- 20.2 The Player acknowledges that he has skill and ability as a cricket player and that participation in certain activities may impair or destroy that ability and skill. The Player agrees not to engage in any activity which involves physical contact and the risk of significant injury without the prior consent of NZC (which will not be unreasonably withheld). Examples of activities requiring this consent are as follows:
- (a) Participating in so called "extreme sports";
  - (b) Any form of rugby, rugby league, grid-iron or soccer (other than as part of organised training as directed by NZC or the Player's Major Association).
  - (c) Indoor or outdoor rock climbing, hang gliding, parachuting, sky diving, skiing, racing cars, racing motorbikes or bungee jumping.

## 21. Independent Advice

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- 21.1 The Player is entitled to have a reasonable opportunity to obtain independent professional advice prior to entering into this Playing Agreement and in respect of any issue arising out of this Playing Agreement.

## 22. Selection

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- 22.1 The Player may, during the term of this Playing Agreement, be selected to train and play cricket:
- (a) by NZC for the BLACKCAPS or a New Zealand Team; and/or
  - (b) by a Major Association for a Major Association Team.
- 22.2 In each case, the party indicated in clause 22.1 as being responsible for selection must provide the Player selected with notice of that selection. This notification may be made orally, or in writing.
- 22.3 The Player shall be deemed to be selected for the BLACKCAPS, a New Zealand Team or Major Association Team from the time of receipt of the notice referred to in clause 22.2.
- 22.4 The party responsible for selection to a particular team under clause 22.1 may give the Player notice of selection for a team part way through a competition in which that team is involved.

## 23. **Player Rest Breaks and Support**

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- 23.1 The Player will be entitled to rest breaks and the provision of family support facilities as provided for in clause 28 of the Master Agreement.
- 23.2 NZC and the CPA will agree a policy whereby return economy class airfares will be provided to NZC Contracted Players for one BLACKCAPS overseas tour in each Contract Year within the financial parameters of the Professional Cricket Services and Support forecast set out in Schedules 6 and 7 of the Master Agreement.

## 24. **Injury And Illness**

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- 24.1 If an NZC Contracted Player or a Major Association Contracted Player becomes ill or injures himself during the term of this Playing Agreement, whether or not that illness or injury was caused while training or playing cricket, that Player will be entitled (for the avoidance of doubt) to continue to receive the Player Retainer payments that he is entitled to under the Master Agreement (and in accordance with the terms of this Playing Agreement).
- 24.2 Otherwise, in respect of injury and illness, the provisions of clause 22 of the Master Agreement will apply.

## 25. **Interpretation**

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- 25.1 In this agreement the singular includes the plural and vice versa and words including any gender include the other gender.
- 25.2 **Definitions/capitalised terms** in this Playing Agreement have the meaning given to them in the Master Agreement unless expressly stated otherwise in this Playing Agreement:

**“Broadcasters”** means a party with whom NZC or a Major Association has entered into, or in the future enters into, an agreement for the recording and broadcasting of any match played by the BLACKCAPS, a New Zealand Team or a Major Association Team.

**“ICC Playing Handbook”** means the playing handbook produced by the ICC (as amended or varied from time to time), and includes, but is not limited to, the ICC Playing Conditions, ICC Code of Conduct, ICC Anti-Racism Code, ICC Anti-Doping Code and ICC Anti-Corruption Code.

**“Major Association Sponsor”** means a party (existing or future) with whom a Major Association has entered or in the future enters into an agreement for the promotion of goods or services by the Major Association.

**“Master Agreement”** means the Master Agreement (as amended from time to time) executed between NZC, all New Zealand Major Associations and the CPA.

**“Media Activities”** means media interviews with television, radio, print or multi-media journalists, in particular whilst the Player is assembled with the BLACKCAPS, a New Zealand Team or the Major Association Team but also, from time to time, outside of this time but within the term of this Playing Agreement.

**“NZC Sponsor”** means a party (existing or future) with whom NZC has entered or in the future enters into an agreement for the promotion of goods or services by NZC (and for the avoidance of doubt includes Broadcasters).

**“Personal Promotion”** means any activity undertaken by the Player which involves the Player either:

- (a) endorsing or promoting goods or services; or
- (b) writing articles, books or other publications (including internet media publications and maintaining an internet site);

other than in his capacity as a member of the BLACKCAPS, a New Zealand Team or a Major Association Team, and in a way which may involve use of his Player Property.

**“Promotional Activities”** means activities of the nature described in clause 10.6.

**EXECUTION**

**Signed** for and on behalf of **New Zealand** )  
**Cricket** in the presence of: )

.....

.....

Date:

**Signed** for and on behalf of the **[Name of** )  
**Major Association]** in the presence of: )

.....

.....

Date:

**Signed** by **[Name of Player]** in the presence )  
of: )

.....

.....

Date:

## **SCHEDULE 1**

### **PLAYER RANKING AND PLAYER RETAINER**

For the Contract Year [ ] (1 August [ ] to 31 July [ ]) [insert name] is ranked by NZC at:

[insert]

and is, subject to the provisions of the Master Agreement and this Playing Agreement, entitled to receive a Player Retainer of;

[insert]

### **NZC ELEVATED CONTRACT PLAYER RETAINER**

[insert name] has earned a NZC Elevated Contract in accordance with the provisions of the Master Agreement and this Playing Agreement, and is entitled to receive a Player Retainer of:

[80% of lowest NZC Player Retainer] on a pro rata basis from the date of attaining the NZC Elevation Threshold.