

# **Master Agreement**

made between

**New Zealand Cricket**

NZC

and

**Otago Cricket Association**

**Canterbury Cricket Association**

**Auckland Cricket Association**

**Cricket Wellington**

**Northern Districts Cricket Association**

**Central Districts Cricket Association**

(each referred to individually as a Major Association)

and

**Cricket Players Association**

CPA

**Date**

**2010**

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This **Master Agreement** is made on 2010

- between** (1) **New Zealand Cricket (NZC)**
- and** (2) **Otago Cricket Association, Canterbury Cricket Association, Auckland Cricket Association, Cricket Wellington, Northern Districts Cricket Association, Central Districts Cricket Association** (each referred to individually as a **Major Association**)
- and** (3) **Cricket Players Association (the CPA).**

## **Preliminary**

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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 Match, 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, New Zealand Team game or a game which is part of the Domestic Competitions, or selected or required to participate in one of the other events contemplated in clause 21 and 23 of this Master Agreement.
- must be retained pursuant to:
- (i) this Master Agreement; and
  - (ii) a Playing Agreement in the form annexed as a Schedule to this Master Agreement.

- 1.5 This Master Agreement is intended to cover all Players who play professional cricket in New Zealand for the BLACKCAPS, for a New Zealand Team or for a Major Association Team in the Domestic Competitions. Neither NZC nor a Major Association (except in the case of an Overseas Player) will contract any Player on terms other than as provided for in this Master Agreement. All payments to be paid to Players pursuant to the terms of this Master Agreement, regardless of whether or not such Players are members of the CPA, shall be paid from the Player Pool (save for any payments made pursuant to clause 5.9(c)) and on the terms and conditions contained in this Master Agreement.
- 1.6 The CPA acknowledges that NZC has the right to manage the game and the business of cricket in New Zealand including the right to manage cricket teams chosen to represent New Zealand at all representative levels.
- 1.7 The CPA acknowledges that each Major Association has the right to manage the game and the business of cricket within that Major Association's recognised region including the right to manage that Major Association's representative teams at all levels.
- 1.8 Both NZC and the Major Associations recognise the CPA as being the official representative of its members (being New Zealand cricketers) and, as such, acknowledge that the CPA has the right to be consulted on matters affecting cricket players within New Zealand and cricket players playing for New Zealand Teams and Major Association Teams both in New Zealand and overseas.
- 1.9 Together, NZC, the Major Associations and the CPA are the key parties in the business of professional cricket in New Zealand. The parties recognise the role played by each other party in the operation of the business of Professional Cricket in New Zealand, and agree that this is necessarily founded upon a relationship of partnership between them (the **Professional Cricketing Partnership**).
- 1.10 The vision of the Professional Cricketing Partnership is:
- To deliver a professional cricket environment in New Zealand which produces world class players and teams that succeed on the international stage.*
- 1.11 The core objectives of the Professional Cricket Partnership are to:
- (a) Create the best possible professional cricketing environment for Players and teams to develop, mature and succeed on the international stage;
  - (b) Ensure the successful implementation and management of the Master Agreement;
  - (c) Grow revenue and optimise commercial performance; and
  - (d) Proactively identify and take advantage of opportunities relating to Professional Cricket.

## 2. Professional Cricket Advisory Group

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- 2.1 The parties shall create a **Professional Cricket Advisory Group** with a mandate to proactively consider issues and opportunities related to professional cricket and this Master Agreement and make recommendations to their respective Boards.
- 2.2 The Professional Cricket Advisory Group will consist of a total of six (6) persons made up of two (2) representatives from each of NZC, the CPA and the Major Associations, with one of the NZC representatives being the Chair. The Professional Cricket Advisory Group will meet at least quarterly, or more often as required.
- 2.3 The terms of reference for the Professional Cricket Advisory Group are annexed as Schedule 5 to this Master Agreement.

## 3. Term And Variation

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- 3.1 This Master Agreement is for a term of eight (8) years. It shall be deemed to have commenced on 1 August 2010 and, unless otherwise varied by the written agreement of the parties or unless terminated earlier in accordance with clause 35, will expire on 31 July 2018 (the **Term**).
- 3.2 The parties recognise that their agreement to entering into this Master Agreement is predicated on the following occurring:
- (a) NZC receiving ICC distributions from participating in and hosting ICC events over the term of the eight (8) year financial forecast as set out in Schedules 6 and 7;
  - (b) the Players chosen by NZC to represent the BLACKCAPS in ICC events signing, in a timely manner, the Player Terms agreements as agreed between ICC and FICA;
  - (c) any such Player Terms not substantially disadvantaging NZC, the Major Associations or the CPA in terms of the overall financial arrangements reached in this Master Agreement;
  - (d) The professional environment remaining substantially the same during the Term as is set out in this Master Agreement, including the format and schedule of Domestic Competitions and the forecasted Future Tours Programme; and
  - (e) Throughout the Term, NZC ensuring that it has sufficient available funds (in addition to NZC Reserves) to meet its obligations under the Variation Ledger (and this Master Agreement) including any subsequent allocation from it, if and when such obligations fall due in accordance with the terms of this Master Agreement.
- 3.3 The parties recognise that circumstances may arise which make it desirable to vary this Master Agreement (or one of the Playing Agreements annexed as a Schedule to it). A variation must be made in writing and be agreed by the parties.

- 3.4 The parties agree to meet to consider, in good faith, a variation (without any obligation to agree to vary) in any of the following circumstances:
- (a) where there has been a genuine oversight, or where a problem emerges that was not anticipated by any of the parties; or
  - (b) where experience and circumstances show that a variation is required; or
  - (c) where NZC and/or the CPA have genuine and demonstrable cause for concern that the number of Players declining International Playing Agreements will substantially jeopardise the financial forecast as set out in Schedules 6 and 7; or
  - (d) where it is proposed that the format of the Domestic Competitions would substantially change; or
  - (e) where the collective level of funding of the Major Associations from sources other than NZCR materially decreases; or
  - (f) where, at any stage during the Term, NZC has reasonable cause to believe that its current or forecasted equity levels and/or cash flow position will threaten NZC's solvency; or
  - (g) if any event, including those identified under clause 3.2, does not, or will not, occur and have a demonstrably adverse affect on the financial forecast set out in Schedules 6 and 7; or
  - (h) where new events or competitions emerge during the Term, that were not anticipated and contemplated at the time of entering into this Master Agreement, such that clause 3.2(d) no longer applies.

3.5 The parties agree to meet:

- (a) within five (5) working days of any party giving notice that they believe one of the circumstances outlined in clause 3.4 has arisen; and/or
- (b) in July 2011 and annually thereafter,

to review the experience to that point of this Master Agreement (and the Playing Agreements and financial forecasts annexed as Schedules to this Master Agreement) and to consider the need to vary the terms of those agreements and financial forecasts in accordance with this clause.

3.6 Any disputes arising in relation to this clause will be dealt with in accordance with clause 30, having regard to the spirit and intent of this Master Agreement including the Professional Cricket Partnership envisaged by the parties in clause 1.

## 4. Contracting Players

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4.1 On 1 July of each Contract Year NZC must name 20 Players to be NZC Contracted Players for the subsequent Contract Year. At the same time as it names these NZC

Contracted Players, NZC must rank them in accordance with clause 6 of this Master Agreement. Subject to clause 4.9, NZC will offer International Playing Agreements to those 20 Players (which shall be open for acceptance by 8 July of that Contract Year).

- 4.2 Each Major Association must name in each Contract Year the following number of Players (in accordance with clause 4.6) to be Major Association Contracted Players for the period 1 October to 15 April in each Contract Year:
- (a) In Contract Year 1 – 12 Players;
  - (b) In Contract Year 2 – 13 Players;
  - (c) In Contract Year 3 – 14 Players;
  - (d) In Contract Year 4 to Contract Year 8 (inclusive) – 15 Players.
- 4.3 At the same time as it names these Major Association Contracted Players, the Major Association must rank them in accordance with clause 6 of this Master Agreement. Subject to clause 4.5(a), a Player can be considered by only one Major Association for ranking purposes in each round of contracting. Subject to clauses 4.9 and 4.10 herein, each Major Association will offer Domestic Playing Agreements to the Players it names (which shall be open for acceptance in accordance with clause 4.6 below).
- 4.4 The operation of clauses 4.2 and 4.3 is subject to the following constraints:
- (a) a Major Association may only name a Player who has completed a transfer in accordance with clause 4.5(a) declaring that he will be available for that Major Association. Where a Player has not completed a transfer in accordance with this clause, he may only be named and ranked by the Major Association with which the Player was most recently registered; and
  - (b) a Major Association may not name a Player who is an NZC Contracted Player (although an NZC Contracted Player may play in a Domestic Competition game for a Major Association under this Master Agreement).
- 4.5 (a) Subject to clause 4.5(b), a Player may transfer between Major Associations:
- (i) between 16 April and 16 July of each Contract Year, for the purposes of being named and ranked by a Major Association in the First Round of the Contracting Process; and
  - (ii) between 23 July of a Contract Year and 6 August of the subsequent Contract Year, for the purposes of being named and ranked by a Major Association in the Second Round of the Contracting Process;
- and there shall be no fee payable by one Major Association to another in respect of such transfer.
- (b) Each Player named as an NZC Contracted Player in accordance with clause 4.1 must, by 8 July in each Contract Year, declare to NZC in writing which Major Association he will be available for during the subsequent Contract Year (subject to his International Playing Agreement obligations). Such Player must comply with NZC Domestic Player eligibility and residency rules.

- (c) Each Major Association will, before 1 June 2011, introduce and maintain a Major Association player registration database which shall contain such information as agreed between NZC, each Major Association and the CPA and which shall be maintained and kept up-to-date with accurate information throughout the Term of this Master Agreement.

4.6 The **Contracting Process** for NZC Contracted Players and Major Association Contracted Players for each Contract Year is as set out below:

- (a) 1 July - NZC Contracted Players announced;
- (b) 8 July – International Playing Agreements accepted or declined and NZC Contracted Players advise NZC which Major Association they will be available for;
- (c) 16 April to 16 July – Transfer period for Players to declare which Major Association they are eligible to be named for in the First Round of Major Association contracting;
- (d) 22 July – Major Associations announce First Round of Major Association contracts. In the First Round of Major Association contracting, each Major Association will have discretion to name a minimum of nine (9) contracts and a maximum of:
  - (i) 11 contracts in Contract Year 1;
  - (ii) 12 contracts in Contract Year 2;
  - (iii) 13 contracts in Contract Year 3; and
  - (iv) 14 contracts in Contract Year 4 to Contract Year 8 (inclusive);
- (e) 30 July – Major Association First Round contracts accepted or declined. Where a Player declines an offer of a Major Association Contract, all Players on the Major Association ranking list below that Player will move up one ranking place;
- (f) 23 July to 6 August – Transfer period for Players to declare which Major Association they are eligible to be named for in the Second Round of Major Association contracting;
- (g) 9 August – Major Associations announce Second Round of Major Association contracts. Major Associations must name all remaining contracts to fulfil its obligations under clause 4.2 above; and
- (h) 14 August – Major Association Second Round contracts accepted or declined.

4.7 NZC or a Major Association (as the case may be) will publicly announce the Players named in accordance with clause 4.1 and clause 4.2 (respectively) but, unless otherwise agreed to by the CPA, will keep confidential the ranking given to any Player (including as between Players).

4.8 Where:

- (a) a Player is an NZC Contracted Player, but will not be named by NZC as an NZC Contracted Player in the subsequent Contract Year, NZC must contact the Player (and the CPA) to so inform the Player prior to any public announcement permitted by clause 4.7;
- (b) a Player was a Major Association Contracted Player in the most recent Contract Year, but will not be named by his Major Association as a Major Association Contracted Player in the subsequent Contract Year, the Major Association must (unless the Player has transferred to another Major Association pursuant to clause 4.5 or is named as an NZC Contracted Player) contact the Player (and the CPA) to so inform him prior to any public announcement permitted by clause 4.7.

4.9 The parties acknowledge that NZC (and the Major Associations) may require Players to participate in injury and illness assessments pursuant to those Players' Playing Agreements.

- (a) A Player may be requested by NZC to undertake an injury and illness assessment in any Contract Year for the purpose of determining that Player's ability to provide his cricketing services for the subsequent Contract Year. This assessment may also be undertaken for the purpose of ranking under clause 6. NZC will meet any costs associated with such assessment.
- (b) A Player may be requested by a Major Association to undertake an injury and illness assessment in any Contract Year for the purpose of determining that Player's ability to provide his cricketing services as a Major Association Contracted Player. This assessment may be undertaken for the purpose of ranking under clause 6. The Major Association will meet any costs associated with such assessment. In making any request under this provision the Major Association must give regard to the Player's individual circumstances and ability to comply (including particularly where the Player has alternative work commitments).
- (c) The results of any injury and illness assessment under this clause will be promptly provided to the Player. The parties may rely upon the dispute resolution process under clause 30 in the event that any issue arises about the determination of such assessment or in the event the Player refuses to comply with a request to undertake an injury or illness assessment.
- (d) For the avoidance of doubt, a Player who is injured or is otherwise unfit to play cricket may be named and ranked under clause 6, although the Player's ability to provide cricketing services (as determined under this clause) may be taken into account under clause 6.4.

4.10 Nothing in this Master Agreement shall oblige NZC or a Major Association to name and rank any particular Player. If NZC or a Major Association decides not to name and rank a Player (for reasons unrelated to performance or playing value) notice must be given to the CPA at least 15 days prior to 8 July or 22 July (as the case may be) of the reasons for that decision.

4.11 Each NZC or Major Association Contracted Player (as the case may be), when first contracted, must undertake a formal induction process, the specifics of which will be agreed upon by NZC, the Major Associations and the CPA.

## 5. Contract Elevation System and Casual Playing Arrangements

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- 5.1 In each Contract Year a Player not named as an NZC Contracted Player in accordance with clause 4.1, may earn an **NZC Elevated Contract** upon accumulating 26 points (the **NZC Elevation Threshold**) at international level, with selection in the final playing 11 for:
- (a) a Test Match counting for 6 points;
  - (b) an ODI counting for 3 points; and
  - (c) an International Twenty/20 counting for 2 points.
- 5.2 For the avoidance of doubt, Players shall only accumulate points during a single Contract Year and points shall not be carried forward into a subsequent Contract Year.
- 5.3 An NZC Elevated Player will receive 80% of the lowest NZC Contracted Player Retainer (pro rata from the date of attaining the NZC Elevation Threshold). In addition, at the end of the Contract Year, each NZC Elevated Player will receive a pro rata share of the budget for NZC Elevated Contracts set out in Schedules 6 and 7 not allocated to NZC Elevated Players during that Contract Year in accordance with this clause. The maximum level of payment to each NZC Elevated Player pursuant to this clause must not exceed the lowest NZC Contracted Player Retainer.
- 5.4 A Major Association Contracted Player who is awarded an NZC Elevated Contract will have his Major Association Domestic Playing Agreement terminated and replaced with an NZC Elevated Contract from the date at which he qualifies for his NZC Elevated Contract.
- 5.5 Where a Major Association Contracted Player is awarded an NZC Elevated Contract, that Player's Major Association must, with the agreement of the CPA, award a Domestic Playing Agreement to either:
- (a) the highest ranked non-contracted Player (as ranked in accordance with clause 6.6(b) of this Master Agreement); or
  - (b) the Player who has accumulated the most points towards contract elevation in accordance with clause 5.6 below.
- The newly contracted Player will receive the lowest Major Association Player Retainer (pro rata for the balance of the term of his Domestic Playing Agreement) and all Players ranked below the Elevated Player move up one position in the rankings.
- 5.6 In each Contract Year a Player not named as a Major Association Contracted Player in accordance with 4.2, may earn a **Major Association Elevated Contract** upon acquiring 36 points (the **Major Association Elevation Threshold**) in Domestic Competitions with selection in the final playing 11 for:
- (a) a Plunket Shield match counting for 6 points;

- (b) a National One Day Competition match counting for 3 points; and
  - (c) an HRV Cup match counting for 2 points.
- 5.7 A Major Association Elevated Player will receive 80% of the lowest Major Association Contracted Player Retainer (pro rata for the balance of the term of his Domestic Playing Agreement from the date of attaining the Major Association Elevation Threshold). In addition, at the end of the Contract Year, each Major Association Elevated Player will receive a pro rata share of the budget for Major Association Elevated Contracts not allocated to Major Association Elevated Players during that Contract Year in accordance with this clause. The maximum level of payment to each Major Association Elevated Player pursuant to this clause must not exceed the lowest Major Association Contracted Player Retainer.
- 5.8 The parties agree that the contract elevation system as set out in this clause 5 will be reviewed by the Professional Cricket Advisory Group on an annual basis with the objective of refining and improving the quality and operation of this system within the amount provisioned for elevated contracts in the forecast Player Pool throughout the Term.
- 5.9 A Major Association may only enter into a Overseas Player Agreement with an Overseas Player on the following basis:
  - (a) the Overseas Player may not be named and ranked by the Major Association in accordance with clause 4.2;
  - (b) the Overseas Player will be paid Match Fees out of the Player Pool;
  - (c) the Major Association may remunerate the Overseas Player other than as provided for in clause 5.9(b), but such additional amounts will not be made out of the Player Pool.
- 5.10 A Major Association may enter into a Domestic Playing Agreement or a Casual Playing Agreement with a New Zealand Qualifying Player (provided that the Player has satisfied the criteria for a New Zealand Qualifying Player specified in this Master Agreement). In exceptional circumstances, NZC and the CPA may agree to consider an application by a Player to be considered a New Zealand Qualifying Player notwithstanding that the Player does not fulfil the criteria of a New Zealand Qualifying Player as defined in this Master Agreement. In such circumstances, the Player must clearly demonstrate to the satisfaction of NZC and the CPA that he is committed to becoming eligible to play for the BLACKCAPS and residing permanently in New Zealand. Any application to be considered as a New Zealand Qualifying Player must be supported by a declaration in the form attached as Schedule 13 to this Master Agreement.
- 5.11 For the purpose of clauses 5.12 and 5.13, Overseas Players and New Zealand Qualifying Players shall be deemed to be **Ineligible Players**.
- 5.12 For each Plunket Shield match or National One Day Competition match, each Major Association may select a maximum of one (1) Overseas Player and / or a maximum of two (2) New Zealand Qualifying Players in its final playing 11, provided that the total number of Ineligible Players selected in any final playing 11 must not exceed two (2) Ineligible Players.
- 5.13 For each HRV Cup match, each Major Association may select a maximum of two (2) Overseas Players and / or a maximum of two (2) New Zealand Qualifying Players in

its final playing 11, provided that the total number of Ineligible Players selected in any final playing 11 must not exceed three (3) Ineligible Players.

## 6. Ranking System

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- 6.1 This clause outlines the system which NZC and each Major Association will use to rank Players.
- 6.2 In the case of NZC, the selectors of the BLACKCAPS shall collectively discuss and agree recommended rankings which shall be submitted to the Chief Executive of NZC. Rankings will be finalised after the Chief Executive has obtained the approval of the Board of NZC. The Board of NZC and the Chief Executive will accept the recommended rankings provided by the selectors, except where there are exceptional circumstances, in which case the CPA will be consulted immediately.
- 6.3 In the case of a Major Association, the selectors of the Major Association Team shall collectively discuss and agree recommended rankings which shall be submitted to the Chief Executive of that Major Association. Rankings will be finalised after the Chief Executive has obtained the approval of the Board of that Major Association. The Board of that Major Association and the Chief Executive will accept the recommended rankings provided by the selectors, except where there are exceptional circumstances, in which case the CPA will be consulted immediately.
- 6.4 When either NZC or a Major Association (as the case may be) is ranking Players, the overriding criteria is an assessment of a Player's likely playing value to NZC or to a Major Association for the Contract Year for which those Players are to be ranked. In making that assessment, an important factor will be past performance, with particular emphasis placed on performance during the preceding 12-month period and also shall take into account the results of any assessment carried out pursuant to clause 4.9. Non-cricketing factors, such as the commercial value of a Player to NZC or to his Major Association (as the case may be) shall, for this purpose, be deemed irrelevant and may not be taken into account.
- 6.5 For the avoidance of doubt, NZC Contracted Players will not be considered by the Major Associations for ranking purposes under clause 6.6(b).
- 6.6 For the purposes of determining a Player's overall ranking against the criteria outlined in clause 6.4, the following process will be followed:
- (a) In each Contract Year, NZC will rank 25 Players against the criteria in respect of:
    - (i) Test Match cricket;
    - (ii) ODI cricket; and
    - (iii) Twenty20 cricket.

Test Match rankings will receive a weighting of 2, ODI cricket rankings will receive a weighting of 1, and Twenty20 cricket rankings will receive a weighting of 1. Each Player's Test Match, ODI and Twenty/20 scores will be combined to provide an aggregate score which will determine the Player's overall ranking.
  - (b) Major Associations will rank:

- (i) 15 Players in respect to Contract Year 1;
- (ii) 16 Players in respect to Contract Year 2;
- (iii) 17 Players in respect to Contract Year 3; and
- (iv) 18 Players in respect to Contract Year 4 to Contract Year 8 (inclusive),

against the criteria outlined in clause 6.4 in respect of:

- (v) the Plunket Shield;
- (vi) the National One Day Competition; and
- (vii) the HRV Cup.

Plunket Shield rankings will receive a weighting of 2, National One Day Competition rankings will receive a weighting of 1, and HRV Cup rankings will receive a weighting of 1. A Player's Plunket Shield, National One Day Competition and HRV Cup scores will be combined to provide an aggregate score which will determine the Player's overall ranking.

6.7 Not less than:

- (a) 72 hours prior to the announcement of NZC Player rankings, NZC shall submit to the CPA its Player rankings list;
- (b) five (5) working days prior to the announcement of Major Association Player rankings in the First Round of the Contracting Process, and three (3) working days prior to the announcement of Major Association Player rankings in the Second Round of the Contracting Process, each Major Association shall submit to the CPA its Player rankings list; and
- (c) in each case, the CPA shall be entitled, within the following 48 hour period, to seek explanation from NZC or from a Major Association as to the reasons for a ranking (or non-ranking, as the case may be) of any particular Player, in which case NZC and such Major Association will cooperate in good faith with the CPA to provide such explanation.

6.8 During each Major Association rankings process, if requested to do so by a Player who has either been contracted by that Major Association during the previous Contract Year or who may potentially be contracted for the new Contract Year, the relevant Major Association will provide that Player with an indication as to where he might be ranked for the new Contract Year without providing any guarantee to the Player. In each such instance care must be taken not to undermine the overall philosophy of the ranking system.

6.9 The parties agree that the rankings systems, procedures and player communication protocols will be reviewed by the Professional Cricket Advisory Group on an annual basis with the objective of refining and improving the quality of this system throughout the Term.

6.10 Where a NZC Contracted Player or Major Association Contracted Player retires from one or more forms of the game during a Contract Year:

- (a) the Player's initial ranking score (as completed in accordance with clause 6.6) will be reviewed and his aggregate ranking score will be assessed based on the

forms of the game for which the Player will continue to be available for selection;

- (b) the Player's Player Retainer will be adjusted accordingly to reflect the Player's aggregate ranking score as assessed under clause 6.10(a), unless NZC and the CPA agree otherwise; and
- (c) for the avoidance of doubt, any other NZC Contracted Player or Major Association Contracted Player affected by an assessment made pursuant to the preceding clauses will have his ranking and Player Retainer adjusted accordingly, unless otherwise agreed by NZC and the CPA.

## **7. Playing Arrangements**

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- 7.1 Every NZC Contracted Player must be retained for a term of one Contract Year subject to the terms of this Master Agreement and the International Playing Agreement which is annexed as Schedule 1 to this Master Agreement.
- 7.2 Every Major Association Contracted Player must be retained, for the term of approximately 6.5 months (1 October to 15 April) subject to the terms of this Master Agreement and the Domestic Playing Agreement which is annexed as Schedule 2 to this Master Agreement.
- 7.3 An NZC Contracted Player is entitled to receive payment of a Player Retainer calculated in accordance with clause 9 and Schedule 4 to this Master Agreement.
- 7.4 A Major Association Contracted Player is entitled to receive payment of a Player Retainer calculated in accordance with clause 9 and Schedule 4 to this Master Agreement.
- 7.5 The parties recognise that:
  - (a) a non-NZC Contracted Player may be selected in the BLACKCAPS to play in a Test Match or ODI or International Twenty20 game, or to participate in a tour or tournament or training camp involving the BLACKCAPS or to play or train for another New Zealand Team either in New Zealand or overseas.
  - (b) an NZC Contracted Player may, from time to time, not be selected in a New Zealand Team and, during those periods, will (where applicable) play for a Major Association Team in Domestic Competitions subject to any NZC rehabilitation requirements.
  - (c) a Major Association Contracted Player may, from time to time, not be selected in his Major Association Team and, during those periods, will (where applicable) play club, district or Provincial A cricket, subject to any Major Association rehabilitation requirements.
- 7.6 Notwithstanding clauses 7.5(b) and 7.5(c) respectively, an NZC Contracted Player continues to be entitled to payment of a Player Retainer in accordance with clause 7.3 above, and a Major Association Contracted Player continues to be entitled to payment of a Player Retainer in accordance with clause 7.4 above.

- 7.7 Either NZC or a Major Association may select a Player to play for the BLACKCAPS, for a New Zealand Team or for a Major Association Team (as the case may be) who is neither an NZC Contracted Player nor a Major Association Contracted Player. Such Player must be retained pursuant to the terms of the Casual Playing Agreement which is annexed as Schedule 3 to this Master Agreement. Such a Player is entitled to payment of Match Fees, but is not entitled to payment of a Player Retainer.

## **8. Match Fees, Prize Money, Other Fees**

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- 8.1 NZC will select a maximum of 13 Players in every BLACKCAPS team assembled for a Test Match, ODI or International Twenty20 match scheduled in New Zealand, unless otherwise agreed by the CPA.
- 8.2 For each Test Match, ODI and International Twenty20 match, NZC will select a minimum of 12 Players, with one Player to be named as a 12<sup>th</sup> man. Match Fees payable to those Players will be as set out in Schedule 8.
- 8.3 Where the BLACKCAPS team assembled totals 13 Players both Players who are not selected in the final playing 11 will receive the full Match Fee.
- 8.4 Where the BLACKCAPS team assembled for any game consists of more than 13 Players, the Match Fees which are payable to the non playing members of the team shall be equally divided between all members of the squad who are not selected in the final playing 11, provided that each Player shall receive not less than 50% of the full Match Fee.
- 8.5 Where a Player is selected in the BLACKCAPS team but is not selected in the final playing 11 and is subsequently released from the BLACKCAPS to play in a Domestic Competition match (played at the same time as the BLACKCAPS match), that Player shall be entitled to the payment of his BLACKCAPS Match Fees (in accordance with the preceding provisions) but he will not be entitled to receive any Domestic Competition Match Fees that are otherwise payable for that Domestic Competition match.
- 8.6 Where a Player is replaced in the BLACKCAPS team prior to the commencement of a Match, that Player will not be entitled to the payment of a Match Fee (either part or full). Any Player selected in the BLACKCAPS as a replacement Player will be entitled to receive a Match Fee calculated in accordance with the preceding provisions.
- 8.7 Each Major Association must select 12 Players for a home match which is part of a Domestic Competition, and each Player selected shall be entitled to Match Fees as set out in Schedule 8.
- 8.8 Each Major Association may select a maximum of 13 Players (and no less than 12) for an away match which is part of a Domestic Competition, and each Player shall be entitled to full Match Fees as set out in Schedule 8.
- 8.9 Where a scheduled Domestic Competition match is abandoned and a Major Association has not named its final playing 11, the total Match Fees payable will be divided evenly amongst the Major Association squad assembled for that match.

- 8.10 In addition to Match Fees, each Player is entitled to share in any prize money won by the BLACKCAPS, a New Zealand Team or Major Association Team of which he is a member, in accordance with any team protocol for such sharing. Where applicable, appropriate tax will be deducted at source by NZC or the Major Association.
- 8.11 Where the Player entitled to receive the payment referred to in clause 9.5 (being the BLACKCAPS captain) does not play in a Test Match, ODI or Twenty20 International match, a Player who acts as captain in his place will be entitled to an additional payment of an amount equal to 20% (gross) of the applicable Match Fee. Any payments made under this provision shall be deducted from the payments to be made under clause 9.5.
- 8.12 Each Player who is the captain of a Major Association Team in a Domestic Competition game shall be entitled to an additional payment of an amount equal to 20% of the applicable Match Fee.
- 8.13 Where a Player who is not an NZC Contracted Player is selected for the BLACKCAPS for an overseas tour between 15 April and 1 October in any Contract Year, NZC shall pay him (in addition to Match Fees) \$1,450 (gross) per week (7 days) in respect of each week in which he is assembled with the BLACKCAPS. Payment for part-weeks will be pro rated on a daily basis. Where a Major Association Contracted Player is selected for the BLACKCAPS for an overseas tour between 2 October and 14 April in any Contract Year, he will continue to receive his Major Association Player Retainer payments in addition to any Match Fees.
- 8.14 Any non-NZC Contracted Player who, between 15 April and 1 October in any calendar year during the Term of this Master Agreement, attends a BLACKCAPS squad training, will be remunerated at the rate of \$215 (gross) per day by NZC.
- 8.15 Where a Player is rested from Test Matches, ODIs or International Twenty20 matches with the consent of the CPA for reasons other than injury, loss of form and the such-like, the Player will receive the applicable Match Fee in respect of the matches for which the Player is rested. These payments shall be funded from the Contingency Fund.
- 8.16 Where a Player is rested from Domestic Competition matches with the consent of the CPA for reasons other than injury, loss of form and the such-like, the Player will receive the applicable Match Fee in respect of the matches for which he is rested. These payments shall be funded from the Contingency Fund.
- 8.17 Where a Player is named by NZC as a NZC Contracted Player in accordance with clause 4.1 in any given Contract Year but is not named by NZC as an NZC Contracted Player in the subsequent Contract Year, that Player will receive an additional parachute payment equivalent to one month (gross) of the lowest NZC Contracted Player retainer. The parachute payment will be payable in equal instalments over the two (2) months immediately following the expiry of the Player's International Playing Agreement. These payments will be funded from the Contingency Fund.

## **9. Player Retainers**

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- 9.1 Each NZC Contracted Player and each Major Association Contracted Player is entitled to receive payment of a Player Retainer, determined in accordance with this clause and Schedule 4 to this Master Agreement.

- 9.2 Subject to clause 9.4, an NZC Contracted Player is entitled to payment of the Player Retainer outlined at Schedule 4 and corresponding to the ranking by NZC determined pursuant to clause 4.1 and clause 6 of this Master Agreement. Unless otherwise agreed between NZC and the Player, payment of this amount must be paid to the Player by NZC in twelve equal monthly instalments through the Contract Year (with such payments to be made monthly in advance).
- 9.3 Subject to clause 9.4, a Major Association Contracted Player is entitled to payment of the Player Retainer outlined at Schedule 4 and corresponding to the ranking by the Major Association determined pursuant to clause 4.2 and clause 6 of this Master Agreement. Unless otherwise agreed between the Major Association and the Player, payment of this amount must be paid to the Player by the Major Association in six equal monthly instalments between 1 October and 31 March in the relevant Contract Year (with such payments to be made monthly in advance).
- 9.4 For the avoidance of doubt, an NZC Contracted Player or a Major Association Contracted Player continues to be entitled to payment of a Player Retainer for the term of the Player's Playing Agreement as outlined at clauses 4.1 or 4.2 (whichever may apply) irrespective of the teams for which that Player may be selected to play during that Contract Year. However, in the event that a Player's Playing Agreement is terminated for any reason prior to the expiry of its term, then entitlement to payment of the Player's Player Retainer will cease effective from the date of such termination.
- 9.5 The Player who is formally appointed by NZC as the captain of the BLACKCAPS shall be entitled to an additional payment in each Contract Year that he is appointed captain (the **Captain's Payment**) of the sum set out in Schedule 8 to this Master Agreement. The Captain's Payment shall be paid in twelve equal monthly instalments through the Contract Year (with such payment to be made monthly in advance).
- 9.6 If the captain appointed in accordance with clause 9.5 above is formally replaced as captain of the BLACKCAPS (as opposed to a temporary replacement for reasons of illness, injury or the like), then that Player's Captain's Payment will cease and, instead, the Captain's Payment will be paid on a pro rata basis to the new captain from the date of his appointment.
- 9.7 In the event that more than one Player regularly shares in the captaincy duties of the BLACKCAPS or if the BLACKCAPS appoint different captains for different formats of the game, then NZC and the CPA will determine each Player's pro rata share of the Captain's Payment taking account of the weightings set out in clauses 5.1 of this Master Agreement.
- 9.8 The following rules will apply in respect of "Major Association Winter Assembly sessions" -
- (a) A Major Association is able to schedule a team training session during the period April 15 – September 30. A winter assembly fee shall be payable to any Player who is asked to attend such a session subsequent to the date of the Player accepting a Domestic Playing Agreement for the next immediate season.
  - (b) For the sake of clarity a team training session is defined as:
    - (i) any session scheduled by the Major Association coach at which the attendance for the whole or majority of the team or squad is requested; or
    - (ii) a session at which it is indicated (expressly or by implication) that non-attendance at the activity may impact negatively on selection.

- (c) It is acknowledged that as this activity is outside a Player's contract period, the Player has the sole discretion as to his attendance at the activity.
- (d) The agreed fee shall be \$125 (gross) per day or \$75 (gross) per half day (up to three (3) hours in either morning or afternoon).
- (e) It is further agreed that at all other times outside the contract period a Player may, at the Player's discretion, coordinate a training program in consultation with his Major Association coach and that no training or assembly fee will be payable for such training except at the discretion of the Major Association.
- (f) Any Player assembly payments will be at the Major Association's cost except for the following exceptions that will be funded from the Contingency Fund:
  - (i) a maximum of \$2,500 to Central Districts to allow at least one team training in the specified period based on the need to bring Players from different districts together to train.
  - (ii) a maximum of \$2,500 to Northern Districts to allow at least one team training in the specified period based on the need to bring Players from different districts together to train.

## 10. **BLACKCAPS Service Fund**

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- 10.1 The parties have agreed on the establishment of a **BLACKCAPS Service Fund**. The purpose of this fund is to recognise a Player's contribution to the BLACKCAPS over the course of his career.
- 10.2 Each Player who is an NZC Contracted Player will be entitled to earn Contract Credits and each Player selected to play for the BLACKCAPS will be entitled to earn Playing Credits as follows:
  - (a) A Player will receive an annual Contract Credit for each Contract Year during the Term in which the Player is named by NZC as a NZC Contracted Player.
  - (b) A Player will receive Playing Credits for each match he plays for the BLACKCAPS as follows:
    - (i) each Player selected in the final playing 11 to play for the BLACKCAPS in a Test Match shall receive 7 Playing Credits;
    - (ii) each Player selected in the final playing 11 to play for the BLACKCAPS in an ODI shall receive 3 Playing Credits;
    - (iii) each Player selected in the final playing 11 to play for the BLACKCAPS in an International Twenty/20 match shall receive 2 Playing Credits.
- 10.3 A Contract Credit or Playing Credit received by a Player is only redeemable and payable from the Player Pool once it is assigned. Any such assignment can only take place upon receipt by NZC of the forecast 2015 World Cup revenues.

- 10.4 The Contract Credits and Playing Credits are assigned a monetary value as prescribed in Schedule 8 and provisioned for in the Player Pool.
- 10.5 The Contract Credits and Playing Credits are assigned to a Player on the following basis:
- (a) the Contract Credits and Playing Credits received by a Player shall only be regarded as assigned to that Player on the receipt by NZC of forecast 2015 World Cup revenues;
  - (b) in all other circumstances, and following the receipt of the forecast 2015 World Cup revenues, the Contract Credits and Playing Credits received by a Player are assigned to that Player as they are received.
- 10.6 Immediately upon the assignment of Contract Credits or Playing Credits to a Player, the equivalent monetary value of the respective credit is paid into the BLACKCAPS Service Fund in the name of that Player.
- 10.7 The BLACKCAPS Service Fund itself will be a standalone investment fund managed by a third party. The appointment of the BLACKCAPS Service Fund manager and the terms and conditions of that appointment will be agreed between NZC and the CPA.
- 10.8 The funds and any applicable investment proceeds assigned to a Player in the BLACKCAPS Service Fund shall only become payable to that Player (net of any applicable taxes and / or fund management fees) at the conclusion of the Contract Year following that Player's confirmation in writing that he has retired from consideration for BLACKCAPS selection.
- 10.9 For the avoidance of doubt, a Player who is not named by NZC as a Contracted Player shall not be entitled to receive an annual Contract Credit but will be entitled to accrue Playing Credits.
- 10.10 For the sake of clarity, there is no obligation to make any payments to the BLACKCAPS Service Fund until NZC has received the forecast 2015 World Cup revenues.
- 10.11 NZC and the CPA will work in good faith to ensure that the implementation of the BLACKCAPS Service Fund adheres to the principles outlined above. However, in the event that, for good cause, a variation to these principles is required, NZC and the CPA shall agree such variation taking account of the original intent and purpose of the BLACKCAPS Service Fund.
- 10.12 NZC and the CPA will take advice on the appropriate tax treatment relating to the BLACKCAPS Service Fund.

## Financial Arrangements

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### 11. Agreed Financial Forecast

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- 11.1 The parties recognise that the financial arrangements agreed pursuant to this Master Agreement are premised upon financial information (including forecasts) provided by NZC and the Major Associations, and that the parties rely upon the accuracy of that information, and the ongoing consistency and application by NZC and the Major Associations of their accounting policies and principles and financial reporting in applying this Master Agreement. Based on this, NZC commits to the forecasts and confirms that the definition of NZCR was applied by it in developing the forecasts.
- 11.2 The financial arrangements agreed by the parties are based on the financial forecasts and information contained in this Master Agreement (including the Schedules).
- 11.3 The financial forecast contains the amount of NZCR expected to be received over the Term of this Master Agreement (on an annualised basis).
- 11.4 The financial forecast also contains (on an annualised basis):
- (a) an amount forecast for allocation to Game Development;
  - (b) an amount forecast for allocation to Game Services and Support;
  - (c) an amount forecast for allocation to Professional Cricket Services and Support;
  - (d) an amount forecast for allocation to the Player Pool; and
  - (e) a forecast Variation Ledger Balance.

### 12. NZCR

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- 12.1 **NZCR** represents the annual consolidated revenue of NZC and the Major Associations from cricket-related activities listed below and relates only to money received or receivable by NZC or a Major Association:
- (a) sale of sponsorship rights after deduction of agents' costs;
  - (b) sale of media rights including television, radio, internet, multi-media and other mechanisms designed to utilise digital technology, after deduction of agents' costs;
  - (c) receipt of tour guarantees from international cricket authorities when the BLACKCAPS team is on tour in a particular country and from ICC events such as the ICC World Cup, ICC Twenty20 World Cups and the ICC Champions Trophy tournaments, after deduction of ICC levies;

- (d) sale of tickets to cricket matches played in New Zealand, after deduction of fees payable to ticket agencies and any venue levies;
- (e) annual membership fees paid by members of Major Associations excluding:
  - (i) any special levies of an extraordinary nature against members; and
  - (ii) the proportion of those fees related to benefits derived by those members from non-cricket activities conducted at the relevant venue – such proportion to be determined based on actual data or, if not readily identifiable, based on attendances;
- (f) revenue from NZC and Major Association merchandising and licensing activities including the net revenue derived by NZC and/or a Major Association from the licensed products referred to in clause 31;
- (g) revenue derived by NZC and the Major Associations from the sale of ground signage after the deduction of costs and agents' commissions;
- (h) hospitality and catering revenue derived by NZC and Major Associations at International or Domestic Competition matches after deduction of costs and agents' commissions;
- (i) income from entertainment functions that are related to cricket;
- (j) interest in investment income, after deduction of fees and charges, derived by NZC and the Major Associations during each Contract Year; and
- (k) any other revenue generated by NZC or a Major Association through any Player-related activity or through the involvement of Players where such activity or involvement is controlled, directed or regulated by NZC or a Major Association.

12.2 The parties recognise that under the financial arrangements debt may be required to fund the cash flow requirements of NZC in the first five (5) Contract Years of this Master Agreement. In the event that NZC and the CPA agree on the need to incur such debt, they may also agree on an amount of any interest incurred on such debt that will be deducted from NZCR.

12.3 NZC and the CPA recognise that in certain circumstances it will be appropriate to consider event cancellation insurance. NZC and the CPA will consult prior to acquiring any event cancellation insurance. Provided that such consultation has occurred, NZC and the CPA agree that the direct costs of acquiring such event cancellation insurances will be deducted from NZCR.

12.4 NZC and the CPA recognise that in certain circumstances it will be appropriate to consider the implementation of foreign exchange risk management policies. NZC and the CPA will consult prior to the implementation of such policies. Provided that such consultation has occurred, NZC and the CPA agree that the direct costs of implementing such policies will be deductible from NZCR.

12.5 The value of goods and services received by NZC and the Major Associations in full or part consideration of the activities listed in clause 12.1, i.e. contra, will only be taken in account for the purposes of calculating NZCR where the value of goods or services

received (as prescribed in the relevant contracts) from a particular organisation exceeds \$200,000 per contract per annum. In addition:

- (a) in the event of NZC or one of the Major Associations entering into an agreement with a sponsor or supplier during the term of this Master Agreement in which the annual contra value of the agreement exceeds \$200,000, NZC and the CPA will meet to discuss in good faith an appropriate formula to include that part of the contra that exceeds \$200,000 in the calculation of NZCR.
- (b) NZC and the Major Associations will not, during the Term of this Master Agreement, amend any existing agreement with sponsors or suppliers so as to convert cash sponsorship to contra sponsorship and thereby diminish the amount of NZCR.
- (c) NZC and the Major Associations will not, during the Term of this Master Agreement, in the context of negotiating new sponsorship or supplier arrangements, seek to negotiate unreasonably high contra packages as part of the overall benefits to be received under any such new arrangement.

12.6 All amounts referred to in clauses 12.1 are expressed on a GST exclusive basis, that is net of any applicable GST and any other direct or indirect taxes or government charges that may be payable (whether in New Zealand or elsewhere in the world).

12.7 The following categories of income are excluded from the calculation of NZCR pursuant to clause 12.1:

- (a) income related to women's cricket where such income is readily identifiable – if it is not so identifiable, the women's cricket proportion will be estimated based on the most relevant data available.
- (b) Government grants and grants from Trusts including but not limited to Trusts such as gaming trusts, community trusts and the suchlike, where such grants relate strictly to activities such as grassroots development (i.e. clubs and/or schools related); junior development, ground development, publishing, administration, event promotion, coaching, umpiring and women's cricket (and only to the extent that the grant funds are applied in relation to those activities).
- (c) income from the sale of fixed assets.
- (e) income from bequests and donations.
- (f) income received specifically for capital improvements.
- (g) the value of discounts received from goods and services purchased.
- (h) income from NZC/CPA joint ventures.
- (i) income from junior cricket levies.
- (j) income from district and club levies.
- (k) income received by Major Associations from NZC.

- (l) income from other sources as agreed between NZC, the Major Associations and the CPA. By way of example, income which is derived from activity where there is no association (express, implied or otherwise) with professional cricket, professional cricket teams or organisations, professional cricket competitions, or Player Property may be considered reasonable to exclude from NZCR.

12.8 Where, in any particular Contract Year, NZC or a Major Association repays any revenue or returns any contra that is otherwise included in the calculation of NZCR for the Contract Year by virtue of clauses 12.1 or 12.3, the NZCR for that Contract Year will be adjusted by deducting the amount of the repayment or the notional amount of the returned contra (as the case requires).

## 13. Game Development

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- 13.1 Game Development represents an amount allocated under the financial forecast to assist in funding the administration, development and growth of amateur cricket in New Zealand.
- 13.2 The amount forecasted for allocation to Game Development has been calculated based on the financial spreadsheet and calculations attached as Schedules 6 and 7 to this Master Agreement.
- 13.3 The amounts forecast to be allocated to Game Development can only be varied by the written agreement of the parties.
- 13.4 In Contract Year 5, the financial model and the amount allocated for Game Development provides for \$25,000,000 to be set aside by NZC as capital reserves for the benefit of cricket in New Zealand (**NZC Reserves**).
- 13.5 The parties acknowledge that NZC Reserves are for the NZC Board to administer in accordance with an NZC Reserves policy. The NZC Reserves policy will be developed in consultation with the CPA and the Major Associations.

## 14. Shared Services and Support

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- 14.1 Shared Services and Support represents an amount allocated under the financial forecast to fund NZC's back office support functions required to administer cricket at every level of the game in New Zealand.
- 14.2 The amount forecasted for allocation to Shared Services and Support has been calculated based on the financial spreadsheet and calculations attached as Schedules 6 and 7 to this Master Agreement.
- 14.3 The amounts forecast to be allocated to Shared Services and Support can only be varied by the written agreement of the parties.

## 15. Professional Cricket Services and Support

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- 15.1 Professional Cricket Services and Support represents an amount allocated under the financial forecast to fund the competition and team servicing and support costs associated with professional cricket.
- 15.2 The amount forecasted for allocation to Professional Cricket Services and Support has been calculated based on the financial spreadsheet and calculations attached as Schedules 6 and 7 to this Master Agreement.
- 15.3 The amounts forecast to be allocated to Professional Cricket Services and Support can only be varied by the written agreement of NZC and the CPA. Where Professional Cricket Services and Support costs are expected to exceed the amounts forecast, NZC and the CPA may agree to adopt one of the following options (or such other option as agreed):
- (a) increase the amounts in the Professional Cricket Services and Support forecast but only if there is an expected increase in forecast NZCR; or
  - (b) reduce or reallocate activity within the Professional Cricket Services and Support forecast; or
  - (c) agree to the amount spent on Professional Cricket Services and Support exceeding that forecast (along with any other consequential re-forecasts for either that Contract Year or any future Contract Year).

## 16. Player Pool

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- 16.1 The Player Pool represents an amount allocated under the financial forecast to be applied for the benefit of Players.
- 16.2 The amount forecasted for allocation to the Player Pool has been calculated based on the financial spreadsheet and calculations attached as Schedule 8 (Forecast Player Pool Payments) to this Master Agreement.
- 16.3 Payments from the Player Pool must be made in accordance with this Master Agreement. The parties forecast for such payments for each Contract Year is contained in Schedule 8.
- 16.4 Within the Player Pool, an amount is forecast to be available as a **Contingency Fund**. The parties acknowledge that the Contingency Fund for each Contract Year is allocated by the CPA, following consultation with NZC, to take account of payments which may be required to be made in respect of:
- (a) payments made to Players who are not NZC Contracted Players;
  - (b) Match Fees agreed to be paid to Players participating in any non-international match where player payments are appropriate, as agreed by the parties from time to time;
  - (c) Match Fees paid by a Major Association in respect of an inbound tour match;

- (d) payments made to players representing a New Zealand Team other than the BLACKCAPS;
  - (e) payments made to players in accordance with clause 8.15 and 8.16; and
  - (f) any other such purposes as NZC and the CPA may agree in the circumstances.
- 16.5 The balance of the Contingency Fund shall be carried over from one Contract Year to the following Contract Year. The balance of the Contingency Fund at the end of the Term shall be carried forward to the Player Pool in the next Master Agreement between NZC, the Major Associations and the CPA, unless agreed otherwise.
- 16.6 Within the Player Pool, an amount is forecast as being pre-allocated to the Player Pool. This amount is able to be allocated within the Player Pool by the CPA, following consultation with NZC. It may only be allocated within the Contract Years that it is provisioned or in subsequent Contract Years.

## 17. Audit of Financial Arrangements

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- 17.1 There shall be a procedure for the annual auditing of the financial arrangements and associated forecasts and calculations (as contained in the Schedules) as follows:
- (a) Interim Report
    - (i) NZC shall provide the CPA with periodic interim reports during each Contract Year. These reports shall highlight how the financials are tracking against forecast and any anomalies or significant events which have or could occur during the Term of the Master Agreement which may have a material effect on the financial structure of the Master Agreement including forecasted NZCR, Game Development, Shared Services and Support, Professional Cricket Services and Support, and Player Pool.
  - (b) Annual Audit
    - (i) the auditors of each of NZC, the Major Associations and the CPA will agree a programme of agreed procedures to be undertaken by suitably qualified professionals on behalf of the CPA during the annual audits;
    - (ii) such a programme is to be conducted in accordance with the instructions of the CPA's auditors and the results reported back to the CPA's appointed auditors.
- 17.2 For the purpose of verifying this audit, the CPA may appoint its own auditor, who shall have full access to all documents relied upon by NZC and the Major Associations relevant to the financial arrangements.
- 17.3 In the event that there is any disagreement between the auditors of NZC and the Major Associations and the CPA's auditor regarding the determination of any matters relating to the financial arrangements, a final determination will be made by an independent auditor agreed by NZC and the CPA.
- 17.4 In the course of any particular Contract Year, if NZC becomes aware of any events or anomalies which may cause actual financial results under the financial arrangements

to deviate from those forecast, NZC must immediately advise the CPA and the Major Associations.

- 17.5 Each party shall bear its own costs in respect of each audit undertaken pursuant to this clause 17.

## 18. Variation Ledger Balance

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- 18.1 The financial arrangements establish an accounting ledger (the **Variation Ledger**). The opening balance of the actual Variation Ledger at commencement of the Term shall be zero (\$0). The balance of the Variation Ledger at the end of any Contract Year shall be carried over from that Contract Year to the subsequent Contract Year (**Variation Ledger Balance**) and may be altered pursuant to this clause.
- 18.2 In each Contract Year, the financial arrangements and the forecast contained in Schedules 6 and 7 provides for a forecast Variation Ledger Balance.
- 18.3 In each Contract Year, actual NZCR, Game Development, Shared Services and Support, Professional Cricket Services and Support, and Player Pool, may vary from the forecast Variation Ledger Balance. This clause provides for how such variances between actual and forecast will affect the actual Variation Ledger Balance.
- 18.4 In respect of NZCR, in each Contract Year:
- (a) if actual NZCR is less than forecast NZCR, then the amount of such difference will be subtracted from the Variation Ledger Balance;
  - (b) if actual NZCR is equal to forecast NZCR, no adjustment will be made to the Variation Ledger Balance;
  - (c) if actual NZCR exceeds forecast NZCR, the amount of such difference will be added to the Variation Ledger Balance.
- 18.5 In respect of Game Development, in each Contract Year the actual amount spent on Game Development will have no impact on the Variation Ledger Balance unless expressly agreed by the parties in writing.
- 18.6 In respect of Shared Services and Support, in each Contract Year the actual amount spent on Shared Services and Support will have no impact on the Variation Ledger Balance unless expressly agreed by the parties in writing.
- 18.7 In respect of the Professional Cricket Services and Support, in each Contract Year:
- (a) if actual total payments to Professional Cricket Services and Support exceed forecast, then the amount of such difference will have no impact on the Variation Ledger Balance unless expressly agreed by NZC and the CPA in writing (acting reasonably);
  - (b) if actual total payments to Professional Cricket Services and Support are equal to forecast, no adjustment will be made to the Variation Ledger Balance;

- (c) if actual total payments to Professional Cricket Services and Support are less than forecast, then the amount of such difference will be added to the Variation Ledger Balance.

18.8 In respect of the Player Pool, in each Contract Year:

- (a) if actual total payments from the Player Pool exceed forecast payments from the Player Pool, then the amount of such difference will be subtracted from the Variation Ledger;
- (b) if actual total payments from the Player Pool are equal to forecast payments from the Player Pool, no adjustment will be made to the Variation Ledger or Contingency Fund;
- (c) if actual total payments from the Player Pool are less than forecast payments from the Player Pool, then the amount of such difference will be added to the Contingency Fund.

## 19. Treatment of Variation Ledger Balance

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- 19.1 At any stage in the Contract Year, where the actual Variation Ledger Balance is, or is projected to be, materially less than the forecast Variation Ledger Balance, the Professional Cricket Advisory Group will, in the first instance, consider what steps may be taken to ensure the Variation Ledger Balance equals or exceeds the forecast Variation Ledger Balance in future Contract Years. In considering what steps may be taken, the Professional Cricket Advisory Group will ensure that the amounts forecast for allocation to Game Development and Shared Services and Support are not altered, unless expressly agreed otherwise by all parties.
- 19.2 If the Professional Cricket Advisory Group is unable to identify such steps, then NZC and the CPA will give consideration to a variation.
- 19.3 At the end of each Contract Year, where the actual Variation Ledger Balance is equal to, or no more than \$2,000,000 greater than, the forecast Variation Ledger Balance, no adjustments or allocations are required to be undertaken unless agreed otherwise by NZC and the CPA.
- 19.4 At the end of each Contract Year, if the actual Variation Ledger Balance exceeds the forecast Variation Ledger Balance by more than \$2,000,000, either NZC or the CPA may require that the amount of that excess be allocated in accordance with this clause 19.
- 19.5 Prior to any allocation of the Variation Ledger Balance occurring in accordance with clause 19.4, each of the following conditions must be met:
  - (a) any allocation will result in a Forecast Variation Ledger Balance post-allocation at the end of the Term of at least \$500,000;
  - (b) any allocation will result in NZC's forecast equity remaining above \$4,000,000 at all times during the Term;

- (c) there will be no allocation unless the level of risk in relation to future revenue is acceptable to NZC and the CPA (acting reasonably); and
  - (d) NZC's forecasted cash flow position does not threaten NZC's solvency at any time during the Term.
- 19.6 Subject to a maximum allocation of \$60,000,000 over the Term, any allocation of the Variation Ledger Balance in accordance with the provisions of clause 19.4 and 19.5 shall be allocated on the basis of 65% to the Player Pool and 35% to NZC up to:
  - (a) \$40,000,000 in the first four (4) Contract Years of this Master Agreement; and
  - (b) \$40,000,000 in the second four (4) Contract Years of this Master Agreement.
- 19.7 Once allocations have been made from the Variation Ledger Balance such that:
  - (a) \$40,000,000 has been allocated in either:
    - (i) the first four (4) Contract Year period during the Term; or
    - (ii) the second four (4) Contract Year period during the Term; or
  - (b) a total of \$60,000,000 has been allocated over the Term,

any further allocation of the Variation Ledger Balance will be on the basis of 50% to the Player Pool and 50% to NZC.
- 19.8 By way of example only:
  - (a) if there is no allocation of the Variation Ledger Balance in the first four (4) Contract Year period, then any allocation in the second four (4) Contract Year period will be on the basis of 65% to the Player Pool and 35% to NZC for the first \$40,000,000 with a 50/50 allocation between the Player Pool and NZC thereafter; and
  - (b) a \$40,000,000 allocation of the Variation Ledger Balance in the first four (4) Contract Year period will be on the basis of 65% to the Payment Pool and 35% to NZC. If there is further \$40,000,000 allocation in the second four (4) Contract Year period then the first \$20,000,000 will be on the basis of 65% to the Player Pool and 35% to NZC with a 50/50 allocation between the Player Pool and NZC thereafter.
- 19.9 NZC and the CPA agree to consult with each other in terms of how the Player Pool and NZC portions of any positive Variation Ledger are to be allocated.
- 19.10 The NZC allocation will be applied on the basis of an equitable split between Game Development, Shared Services and Support, and Professional Cricket Services and Support, (subject to any material circumstances or factors existing at the time of allocation).
- 19.11 At the end of the Term:

- (a) if the Variation Ledger has a positive balance then it shall be allocated in accordance with clauses 19.6 and 19.7 above;
- (b) if the Variation Ledger has a negative balance, the negative balance shall be carried forward to the next Master Agreement between NZC, the Major Associations and the CPA unless agreed otherwise between the parties; and
- (c) if the Variation Ledger has a zero balance, no action need be taken under this clause.

## **20. Treatment of Major Association Contribution to NZCR**

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- 20.1 In forecasting NZCR, an amount of \$1,200,000 for each Contract Year has been attributed as the Major Associations' contribution. This amount is fixed for each Contract Year during the Term.
- 20.2 In order to incentivise Major Associations to grow commercial revenue and reward success, NZC will allocate each Major Association its share of the \$1,200,000 combined contribution to NZCR. In each Contract Year, any commercial revenue (defined in accordance with NZCR) generated by a Major Association in excess of its share will be allocated on the following basis:
- (a) 50% to the Player Pool; and
  - (b) 50% retained by the respective Major Association.
- 20.3 A Major Association may approach NZC and the CPA to seek approval for a proposal which may earn NZCR in excess of its share. If NZC and the CPA approve the proposal, they may do so on the basis that some or all of the direct costs associated with generating additional revenue under the proposal may be recoverable (as determined by NZC and the CPA) by that Major Association from that Major Association's contribution to NZCR in excess of its share of the \$1,200,000 combined Major Association contribution to NZCR. For the sake of clarity, a Major Association will not be able to recover the costs of generating NZCR in excess of its share unless NZC and the CPA provide their consent in writing to such costs being recoverable.

## **21. International And Domestic Playing Schedules**

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- 21.1 The parties have entered into the terms of this Master Agreement in anticipation that:
- (a) the playing programme for the BLACKCAPS, during the Term of this Master Agreement, will be as set out in Schedule 9 (the ICC Future Tours Programme);
  - (b) that the format of the Domestic Competitions, during each Contract Year, will be:
    - (i) Plunket Shield cricket – (10 rounds);
    - (ii) National One Day Competition cricket – (8 rounds and a 4 match finals series);

- (iii) HRV Cup cricket – (10 rounds and the final);
- 21.2 In respect to the Domestic Competitions, the parties agree that there must be a minimum of:
- (a) three (3) clear days between each Major Association Team's Plunket Shield matches, unless the CPA agrees otherwise; and
  - (b) two (2) clear days between each Major Association Team's National One Day Competition matches and / or HRV Cup matches, unless the CPA agrees otherwise.
- 21.3 The CPA acknowledges that, although the BLACKCAPS international commitments as set out in Schedule 9 are specified pursuant to the terms of a future tours programme agreed to by the ICC and all full member countries of the ICC:
- (a) such schedule may be subject to change, either outside of or within the control of NZC; and
  - (b) the specific content and dates of such scheduled tours have, in many instances, not been confirmed as yet and, accordingly, may be subject to change.
- 21.4 In addition to the international playing commitments detailed in Schedule 9, NZC may, from time to time during the Term of this Master Agreement, schedule the BLACKCAPS to participate in other matches, tournaments and/or tours.
- 21.5 In the event that there is the possibility of a change to the international playing commitments of the BLACKCAPS and/or in the event of NZC considering committing the BLACKCAPS to additional matches, tournaments and/or tours during the Term of this Master Agreement, NZC agrees to consult with the CPA as soon as is reasonably possible once NZC becomes aware of such possible changes and, where such changes are within the control of NZC, prior to NZC making any such decisions.
- 21.6 In the event that there is the possibility of a change to the format of Domestic Competitions and/or the quantity of domestic cricket, NZC and the Major Associations will consult with the CPA once NZC and/or the Major Associations becomes aware of such possible changes, and prior to making any decisions about such changes. In the event that the CPA do not agree to the proposed changes then the issue shall be resolved utilising the dispute resolution process at clause 30 herein.
- 21.7 The terms of participation by a Major Association Team in the Champions League Twenty20 competition shall be agreed between NZC, the Major Associations and the CPA. Any revenue derived from such participation will not form part of NZCR but instead will be determined on a case by case basis during the Term of this Master Agreement. For the avoidance of doubt, NZC, the Major Associations and the CPA will determine the split of any fees received by NZC or a Major Association for participation in the Champions League and will also determine the payments to be made to Players, the Player Pool, Major Associations and NZC.

## Other matters

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### 22. Injury and Illness

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- 22.1 If an NZC Contracted Player or a Major Association Contracted Player, during the term of his Playing Agreement becomes ill or injures himself, whether or not that illness or injury was caused while training or playing cricket, that Player will (for the avoidance of doubt) continue to receive the Player Retainer payments that he is entitled to under this Master Agreement (and his Playing Agreement).
- 22.2 From the commencement of Contract Year 5, any NZC Contracted Player or Major Association Contracted Player who becomes ill or injures himself, during the term of his applicable Playing Agreement will continue to receive the Match Fee payments that he is entitled to under this Master Agreement (and his Playing Agreement) until the earliest of:
- (a) the Player becoming available for selection for the BLACKCAPS, a New Zealand Team or his Major Association Team; or
  - (b) the expiry of three (3) months following the date of becoming ill or injured; or
  - (c) in respect to Major Association Contracted Players only, the expiry of the Player's Domestic Playing Agreement.
- 22.3 For the purposes of the preceding clause, a Player's entitlement to Match Fees will be subject to:
- (a) payments calculated on the basis of the teams the Player had been selected for in each form of the game immediately preceding his illness or injury first occurring;
  - (b) the total cost of payments pursuant to this clause not exceeding the forecast provision in Schedule 7;
  - (c) any amount received as compensation from any other source; and.
  - (d) the Player not becoming ill or injuring himself through committing an act of misconduct or otherwise breaching the terms of this Master Agreement.
- 22.4 Where a Player injures himself in the course of fulfilling his obligations under the applicable Playing Agreement, then NZC or a Major Association (as the case may be) will meet all reasonable costs of rehabilitation (less those costs that may be covered pursuant to accident compensation legislation or medical insurance, including surgical or specialist medical expenses), provided that clause 22.5 is complied with by that Player.
- 22.5 A Player who injures himself must attend the medical practitioner nominated by NZC or by his Major Association (as the case may be) and co-operate and consent to personal information regarding the illness or injury and prognosis being provided by the medical practitioner to NZC or the Major Association (as the case may be).

- 22.6 In the event that a Major Association Contracted Player, acting in accordance with the terms of this Master Agreement, suffers injury or illness prior to the commencement of the domestic first class season which results in that player being ruled out of contention for selection for the whole of that season, the relevant Major Association shall be entitled to contract one additional replacement player who will be paid a retainer equal to the lowest ranked Major Association Player (proportionately adjusted for the term of that new Player's contract), payment of which shall come from the Contingency Fund.

## **23. New Zealand Teams and Other Teams**

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- 23.1 NZC may, from time to time and with the agreement of the CPA, select a New Zealand Team (which may comprise NZC Contracted Players, Major Association Contracted Players and other Players). These teams may participate in cricket games and training activities. For an overseas tour a Player shall receive a payment each week during which he is assembled with the team the amount of which shall be agreed to by NZC and the CPA from time to time. For a home match or series a Player will receive match payments, the amounts of which shall be agreed between NZC and the CPA from time to time. Nothing in this clause gives rise to an obligation upon NZC to select a New Zealand Team. Any such payment shall be made out of the Contingency Fund.
- 23.2 From time to time NZC or a Major Association, with the consent of NZC and the CPA, may select Players to play in cricket matches other than Test Matches, ODIs, Twenty20 matches and Domestic Competitions (which may include variations upon the game of cricket). The parties will agree the terms on which such matches can be played including but not limited to the level of payments to Players participating in those matches.

## **24. Career and Personal Development Programme**

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- 24.1 The CPA will, in consultation with NZC and the Major Associations, establish and deliver a career and personal development programme for all NZC Contracted Players and Major Association Contracted Players. The sum of \$200,000 per annum from the Player Pool shall be allocated to assist with the funding of this programme.
- 24.2 NZC and the CPA will periodically discuss the level of investment which may be made by NZC to the career and personal development programme. Any investment must be made from funds outside of the Player Pool.
- 24.3 Subject to clause 29, the CPA may, in its discretion, seek funding for the career and personal development programme from sources other than NZC.
- 24.4 If NZC funds half or more of the total cost of the career and personal development programme it should be referred to as a joint venture between NZC and the CPA.
- 24.5 Nothing in this clause should be construed so as to mean that NZC is required, during the Term of this Master Agreement, to fund this career and personal development programme (beyond the agreed allocation outlined in clause 24.1). NZC and the Major Associations acknowledge that the CPA retains intellectual property in any programme established in accordance with this clause.

## 25. Consultation

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- 25.1 NZC and the CPA agree to meet annually to discuss and agree the annual commercial strategy and programme of NZC and the associated use of any Player Property.
- 25.2 When negotiating commercial contracts with existing / potential partners involving the use of Player Property, NZC and the Major Associations will consult with the CPA from the outset of those negotiations (to the extent as is reasonable in each such circumstance) provided however that, so long as NZC and the Major Associations act within their authority including in a manner which is consistent with the terms of this Master Agreement, NZC and the Major Associations retain sole discretion to act and make such decisions as they deem appropriate to conclude any such negotiation.
- 25.3 Player input into team management selection – it is agreed that:
- (a) it is appropriate for Players to have input into the recruitment of team management including coach, manager and support staff.
  - (b) the manner in which such input is to be provided is via the Professional Cricket Advisory Group in accordance with the terms of reference at Schedule 5.
  - (c) the type of recruitment process to be used (e.g.: advertising the position, interviews or simple appointment) and the final appointment of the successful applicant is to be at the sole discretion of the Major Association or NZC (as the case may be).
- 25.4 Where NZC proposes any material change to the NZC Grounds Warrant of Fitness (Schedule 10) or the approved schedule of accommodation venues, it shall first consult and obtain agreement from the CPA. In the event the parties cannot agree, the dispute resolution provisions of clause 30 shall apply.
- 25.5 Otherwise than specifically provided for in clauses 25.1 to 25.4, NZC and the Major Associations will, throughout the Term, consult with the CPA on issues relevant to the NZC/Major Associations Contracted Players including being closely consulted during the creation of the seasonal playing schedules both at international and domestic first class levels of the game.

## 26. Playing Overseas

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- 26.1 Between 15 April and 1 October in any calendar year, a Major Association Contracted Player may engage in other activities (including playing professional cricket in a country other than New Zealand, and pursuing any other career or work).
- 26.2 If a Major Association Contracted Player wishes to play cricket in a country other than New Zealand between 1 October and 15 April of a Contract Year during which time that Player is contracted to a Major Association then, before contractually committing himself to any such arrangement, the Player must first in writing seek consent from the relevant Major Association, which may not be unreasonably withheld. It shall not be unreasonable for a Major Association to withhold consent if the Major Association requires the Player to play club cricket and to be available throughout the Major Association's representative squad build up to the commencement of the Domestic Competitions and/or to ensure the Player's availability to participate in the Major Association's marketing programme.

- 26.3 In the event that a Player engages in another activity in accordance with clauses 26.1 or 26.2 and subsequently, on 1 July in that Contract Year, is named by NZC as an NZC Contracted Player pursuant to clause 4.1 and is required as a member of the BLACKCAPS to play in a Test Match, ODI or International Twenty20 match, NZC must consult with the Player with a view to agreeing to a course of action to try and resolve any possible or actual contractual conflicts.
- 26.4
- (a) An NZC Contracted Player owes primary obligations to NZC to play cricket and train for cricket. The parties acknowledge, however, that an NZC Contracted Player may seek consent to play cricket for another principal during the term of his International Playing Agreement.
  - (b) Any Player seeking such consent must submit his request in writing to NZC before making any contractual commitment to another entity.
  - (c) NZC may not unreasonably withhold such consent.
  - (d) When considering any such request, NZC will be entitled promptly to seek such relevant information (including information regarding a Player's fitness and medical status) as it sees fit to enable it to make an informed decision and the Player shall be obliged to provide that information in a timely manner.
  - (e) In the event that NZC grants such consent, it shall be entitled to do so on any reasonable terms and conditions.
  - (f) For the sake of clarity, it shall be reasonable for NZC to require such Player to be available for all cricket to be played by the BLACKCAPS or a New Zealand Team during the Contract Year, regardless of whether or not such cricket is scheduled or not at the time a Player seeks consent pursuant to clause 26.4(a).
  - (g) Where consent is granted the Player Retainer payable to that Player will not reduce.
- 26.5 NZC acknowledges the value of NZC Contracted Players participating in other cricket competitions around the world, including the Indian Premier League. NZC agrees that where a NZC Contracted Player is selected for a team participating in the Indian Premier League competition and:
- (a) the scheduled dates of the Indian Premier League competition do not coincide with any part of the BLACKCAPS playing programme, the Player shall be entitled to participate in the Indian Premier League competition, subject to obtaining NZC's consent in accordance with clause 26.4;
  - (b) the scheduled dates of the Indian Premier League competition coincide (wholly or partly) with a part of the BLACKCAPS playing programme that the Player is selected to participate in, the Player shall be entitled to utilise up to five (5) weeks of his rest break entitlement (as set out in clause 28) for that particular Contract Year in order to participate in the Indian Premier League competition provided the period of release is from the second week of April in each Contract Year. The Player shall be required to notify NZC prior to exercising this option.
  - (c) where a Player wishes to utilise more than five (5) weeks of his seven (7) week rest break entitlement for the purposes of participating in the Indian Premier League competition, the Player shall be required to obtain NZC's consent in accordance with clause 26.4.

## **27. International And Domestic Player Obligations**

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- 27.1 At the commencement of each Contract Year, NZC will use its best endeavours to provide the CPA (and NZC Contracted Players) with a schedule detailing the Players' anticipated playing, training and promotional obligations during that Contract Year.
- 27.2 By 30 September in each Contract Year, the Major Associations will each use their best endeavours to provide the CPA (and each relevant Major Association's Contracted Players) with a schedule detailing the Players' anticipated playing, training and promotional obligations during the period 1 October to 15 April in that Contract Year.
- 27.3 Both NZC and each of the Major Associations will, during each Contract Year, regularly update the above schedules and, where major changes are proposed, will first consult with the CPA prior to such changes being confirmed.
- 27.4 The CPA acknowledges that, in many circumstances, it will not be reasonably possible for NZC or a Major Association to finalise specific details of certain activities until shortly before, or even during, a domestic or international playing season. The intention of the parties is that the CPA and Players will be given as much advance notice as possible of the specifics of their playing, training and promotional obligations and that consultation will occur on an ongoing basis between the parties to achieve this aim.

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

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- 28.1 During each Contract Year, NZC will ensure that each NZC Contracted Player has at least seven (7) weeks where he is not required to train for or to play cricket or to undertake any promotional activities. For the sake of clarity a Player, during any such rest break, will still be required to maintain his fitness to reasonable levels.
- 28.2 NZC, before advising a Player of when his rest break or breaks are to be taken will first consult with the CPA and will endeavour to provide the Player with as much advance notice of such rest breaks as is reasonably possible in the circumstances prevailing at that time.
- 28.3 Where an NZC Contracted Player applies for and is granted consent (pursuant to clauses 26.4 and 26.5) to play cricket for another principal during a period that would otherwise have been his rest break, the provisions of clauses 28.1 and 28.2 shall not apply. NZC, an NZC Contracted Player and his Major Association may, however, agree that the Player will take an additional period of rest during which he will not be entitled to receive his NZC Retainer or Match Fees.
- 28.4 Overseas tour commitments with the BLACKCAPS or a New Zealand Team which are to last longer than 60 days may only be undertaken after prior consultation with the CPA, provided however that NZC must be permitted to honour its commitments under the ICC Future Tours Programme playing schedule attached as Schedule 9.
- 28.5 NZC agrees to provide family support facilities for the BLACKCAPS when they are assembled for a Test Match, ODI or International Twenty20 match within the financial parameters of the Professional Cricket Services and Support forecast as set out in

Schedules 6 and 7. The type and level of facilities provided will be determined by NZC in consultation with the CPA.

- 28.6 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 as set out in Schedules 6 and 7.
- 28.7 This clause 28 shall not apply to Major Association Contracted Players.

## 29. CPA Activities

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- 29.1 The CPA, either by itself or through its agents, may enter into sponsorship arrangements. The CPA will consult with NZC, on an annual basis, in regard to its commercial arrangements and programmes.
- 29.2 The CPA may enter into arrangements with third parties whereby the CPA and/or Players receive monetary benefits, discounts, upgrades, goods or services, or other non-monetary benefits from such third parties.
- 29.3 The CPA may arrange corporate events (including, but not limited to, corporate golf days, corporate functions and corporate cricket matches) involving Players and for the purpose of raising revenue for the CPA.
- 29.4 The CPA may, in its discretion, endorse and contribute to charitable activities.
- 29.5 The CPA may develop licensed products (including products featuring the logo of the CPA).
- 29.6 The CPA may develop and maintain an internet site.
- 29.7 In respect of any of the activities described in clauses 29.1, 29.2 and 29.3 above, the CPA acknowledges that it may not, without the prior written consent of NZC or a Major Association (as the case may be), enter into any arrangements:
- (a) involving the use of any intellectual property, names, logos and uniforms of the BLACKCAPS, New Zealand Teams or Major Association Teams;
  - (b) committing either NZC Contracted Players or Major Association Contracted Players to any activities which would prevent those Players from fulfilling their obligations under their applicable Playing Agreement.
  - (c) committing either NZC Contracted Players or Major Association Contracted Players to activities which would or which might place Players in breach of their obligations pursuant to those Players' Playing Agreements.
- 29.8 In each Contract Year, a sum shall be allocated from the Player Pool to the CPA to assist cover the CPA's ongoing operational costs as set out in Schedules 7 and 8.
- 29.9 The CPA shall, upon request, be entitled to receive a minimum of ten (10) tickets for each game (including each playing day in respect to a Test Match) involving the

BLACKCAPS and Domestic Competition finals matches. Additional tickets (in excess of the minimum of ten (10)) shall be provided to the CPA upon request and subject to availability.

- 29.10 The CPA shall provide regular updates to NZC and the Major Associations regarding its actual or proposed activities.

## **30. Dispute Resolution**

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- 30.1 Any dispute between a Player and any party to this Master Agreement will be dealt with in accordance with the relevant Player Agreement.
- 30.2 If a dispute between any of the parties to this Master Agreement arises, the following procedure will apply:
- (a) the party wishing to raise the dispute must promptly bring it to the attention of the Professional Cricket Advisory Group in order to consider the dispute with a view to making recommendations to the other parties to this Master Agreement; and
  - (b) the parties must endeavour in good faith to resolve the dispute by consultation and negotiation; and
  - (c) if the dispute is not resolved by consultation and negotiation within seven (7) days of the dispute being raised, the parties agree that the dispute shall immediately thereafter be mediated by a suitably qualified mediator to be appointed jointly by the parties, the cost of which shall be borne equally by the parties to the dispute. In the event that the parties are unable to agree upon the joint appointment of a suitably qualified mediator then, at the request of any party to the dispute, such mediator shall be appointed by the President for the time being of the New Zealand Law Society.
- 30.3 If a dispute has not been resolved within 28 days of the appointment of the mediator, any party may, after giving written notice to the other party or parties, commence litigation.
- 30.4 Nothing in this clause 30 shall prevent any party seeking urgent interlocutory relief.

## **31. Player Licensing And Merchandising**

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- 31.1 The CPA acknowledges that NZC and the Major Associations own 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 Associations may require Players to wear or to be associated with. The CPA must not use NZC's or the Major Association's names or logos without the prior written approval of NZC or Major Associations (as the case may be).
- 31.2 NZC and the Major Associations acknowledge that each individual Player owns his Player Property.

- 31.3 The parties agree that NZC and the Major Associations have the sole right to produce, and to license others to produce products designed for sale to the public that use or embody the intellectual property outlined in clause 31.1 above (**Licensed Products**). Licensed Products may include, but are not limited to, clothing, headwear and other apparel, cricket equipment, memorabilia, games, novelties, printed products, videos and trading cards.
- 31.4 NZC, the CPA and the Major Associations have reached agreement on the management of NZC's and the Major Associations' licensing programme, the terms of which are contained in the Management Agreement between NZC, the CPA and the Major Associations, which is set out in Schedule 11 of this Master Agreement.
- 31.5 In recognition of the fact that certain Players' attributes play a greater role in the sale of Licensed Products than others, the parties have agreed that NZC or the Player's Major Association (as the case may be) shall share net revenue from the sale of such Licensed Products (where such Player attributes are used) in accordance with an agreed formula as set out in the Management Agreement annexed as Schedule 11 to this Master Agreement.
- 31.6 (a) Where NZC or a Major Association proposes to use the Player Property of a particular Player in, or to promote, a Licensed Product, NZC or the Major Association (as the case may be) will give written notice to the CPA detailing:
- (i) the identity of the Player;
  - (ii) the manner in which the Player's Player Property is proposed to be used; and
  - (iii) the estimated revenue to be generated from this sale of the Licensed Product.
- (b) Within two (2) working days of receiving such notice, NZC or the Major Association (as the case may be) must meet with the CPA to resolve whether the Licensed Product is a Team-based product or a Player-based product. If the parties are unable to agree, the matter may be resolved in accordance with the dispute resolution process outlined in clause 30.
- (c) The following products will be classified as Team-based products for approval purposes under this clause 31, however item (i) will be treated as a Player-based product for the purposes of payments to Players in accordance with clause 31.5:
- (i) trading cards sold commercially;
  - (ii) Team-based stickers;
  - (iii) Team-based posters;
  - (iv) Team-based videos;
  - (v) Team-based electronic and digital games;

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

(d) Following the determination of classification, within:

(i) five (5) working days in the case of a Player-based product; and

(ii) ten (10) working days in the case of a Team-based product,

the CPA will notify NZC or the Major Association (as the case may be) as to whether or not each individual Player approves the proposed use of his Player Property. If the Player does not give his approval, the CPA must provide the Player's reasons in writing to NZC or the Major Association.

(e) The Player must not unreasonably withhold his approval under this clause.

(f) If the CPA fails to notify NZC or the Major Association of the Player's decision under this clause within the prescribed time period, NZC or the Major Association must contact the CPA to determine the status of the request for approval. If the CPA fails to respond to this contact with the Player's decision on the request within a further two (2) working days, the request made by NZC or the Major Association will be deemed to have been approved by the Player.

(g) NZC and the Major Associations agree to maintain a register of each request made under this clause, and make that register available to the CPA for inspection.

31.7 (a) Payments to be made to Players in accordance with this clause will be made by NZC or the Major Association (as the case may be) directly to the individual Players on at least a quarterly basis.

(b) At or about the time that such payments are made, NZC and/or the Major Association must provide relevant details of the amount of the payments, and the way in which they have been derived.

## **32. Property Rights and Promotional Obligations**

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32.1 Each Player grants, for the term of his 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, a Player is identified as a member of the BLACKCAPS, a New Zealand Team or Major Association Team if his Player Property is associated with the Player Property of three or more other Players who are members of the same team.

32.2 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 32.1, a Player must be identified as a member of a team by associating his Player Property with the Player Property of three or more other Players who are members of the same team.

- 32.3 During the term of each Player's Playing Agreement, NZC and the Major Association may use 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 Players' names, images and voices 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 a 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 Players' names and photographs on trading cards produced by or on behalf of NZC;
  - (c) the use of Players' names and/or image in publications produced by or on behalf of NZC or a 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 a Major Association promoting international and/or domestic cricket or the BLACKCAPS, a New Zealand Team or a Major Association Team.
- 32.4 In circumstances where clause 32.3 applies, the Player Property may be used by NZC or by a Major Association without the restrictions referred to in clauses 32.1 and 32.2.
- 32.5 NZC and the Major Associations may require Players 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 Major Associations 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 or any New Zealand Team or Major Association Team which the Players are members of;
  - (f) attend other activities as reasonably directed by NZC or a Major Association from time to time.
- 32.6 Players may be required to attend and give media interviews as reasonably directed by NZC or a Major Association from time to time. If such interviews are associated with Players' normal playing activities (by way of example, a post-match interview by a Player) such activity will not be classified as a Promotional Activity to which the provisions of clauses 32.9 and 32.10 of this Master Agreement 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 sports-based television show) such activity will be classified as a Promotional Activity to which clauses 32.9 and 32.10 will apply.
- 32.7 If Players are required to perform Promotional Activities at any time other than when the Players are assembled with the BLACKCAPS, a New Zealand Team or a Major Association Team, NZC or a Major Association must give Players 14 days' notice of that requirement.
- 32.8 Players may request NZC's or a Major Association's consent to be excused from performing any Promotional Activity, which will not be unreasonably withheld.
- 32.9 NZC Contracted Players will 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 (NZC and the CPA agree to meet to consider increasing this number to two (2) appearances in Contract Year 3 of this Master Agreement);
  - (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.
- 32.10 Major Association Contracted Players will be required to perform a maximum of:
- (a) five (5) Promotional Activity appearances for a Major Association sponsor or broadcaster;

- (b) six (6) 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 a Major Association sponsor or broadcaster;
  - (d) one (1) appearance for the purpose of recording a radio advertisement for a Major Association sponsor or broadcaster or for the purpose of promoting cricket;
  - (e) one (1) appearance in printed media for a Major Association sponsor or broadcaster or for the purpose of promoting cricket;
  - (f) one (1) appearance for the purpose of filming a segment for a Major Association to be broadcast on the at-ground big screen during a match involving that Major Association Team; and
  - (g) three (3) interviews for a Major Association to be featured on that Major Association's official website and for the purpose of promoting cricket.
- 32.11 The duration of a single Player appearance, as referred to in clauses 32.9 and 32.10, shall not continue for a period exceeding four (4) hours, excluding the Player's travel time.
- 32.12 In respect of any obligation where Players are required to autograph bats, shirts, posters or other items, Players shall not be required to participate for more than two (2) hours or to sign more than 200 items unless the CPA provides consent for these limits to be altered.
- 32.13 Players may be requested by NZC or a 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. Players will comply with all such reasonable requests. For the sake of clarity, this activity will have no application in respect of the Players undertaking Promotional Activities and, in particular, the provisions of clauses 32.9 and 32.10 above.
- 32.14 For the sake of clarity and subject to clause 32.2, NZC shall be entitled to require Players to undertake Promotional Activities with or without the involvement of other Players.
- 32.15 In consideration of any New Media activity, the following will apply:
- (a) New Media encompasses the use of digital, computerised or networked information and communication technologies. For example, internet, website, computer multimedia, CD-ROMS and DVDs.
  - (b) NZC and the Major Associations may use Player Property for the purposes of profiling Players in its normal promotional activities on their various official New Media platforms. This includes use on official websites, official promotional season guides or magazines, in annual reports and at awards functions.
  - (c) For the use of Player Property in any other New Media promotional activity, NZC or a Major Association (as the case may be) must first seek the consent of the Player(s) concerned. If consent is granted, the Player(s), the CPA and NZC or the Major Association (as the case may be) will reach agreement on any

remuneration or compensation to be paid or applied for the use of the Player Property in the proposed activity.

- (d) For the avoidance of doubt, the restrictions contained in this clause 32.15 do not apply to the use of material from Players' media interviews (pre-match and post-match) performed during the course of Players' normal playing activities. However this material can only be used in official NZC or Major Association New Media platforms and may not be packaged in such a manner to construe or imply it is a Player(s) platform by way of presentation or over exposure of any individual Player.

32.16 In consideration of any Social Media activity, the following will apply:

- (a) Social Media is defined as media being designed to be disseminated through social interaction, created using highly accessible and scalable publishing techniques. For example, internet forums, weblogs, social blogs, wikis, podcasts, pictures and video.
- (b) NZC and the Major Association may use Player Property for the purposes of profiling Players in its normal promotional activities on their various official Social Media platforms. This includes the use of Player Property on its official Social Media pages (such as Facebook and Twitter).
- (c) For the use of Player Property in any other Social Media promotional activity, NZC or a Major Association (as the case may be) must first seek the consent of the Player(s) concerned. If consent is granted, the Player(s), the CPA and NZC or the Major Association (as the case may be) will reach agreement on any remuneration or compensation to be paid or applied for the use of the Player Property in the proposed activity.
- (d) For the avoidance of doubt, the restrictions contained in this clause 32.16 do not apply to the use of material from Players' media interviews (pre-match and post-match) performed during the course of Players' normal playing activities or as referred to in clause 32.9(g) and/or 32.10(g). However this material can only be used in official NZC or Major Association Social Media platforms and may not be packaged in such a manner to construe or imply it is a Player(s) platform by way of presentation or over exposure of any individual Player.

32.17. The parties acknowledge that the nature and extent of Players' promotional obligations may need to be varied during the Term. The parties agree to discuss and agree the Players' promotional obligations set out in this clause as part of the annual review pursuant to clause 3.5(b).

### **33. Contract For Services**

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33.1 The parties agree that the relationship that exists under the Playing Agreements attached as Schedules to this Master Agreement is a contract for services and, accordingly:

- (a) each Player contracted pursuant to the terms of this Master Agreement and any of the Playing Agreements is expressly classified as being an independent contractor;

- (b) no such Player shall be classified or shall hold himself out to be an employee or in any way involved in any employment relationship with NZC or any Major Association, as the case may be;
- (c) each Player shall register for GST with the Inland Revenue Department as soon as required to do so under the Goods and Services Tax Act 1985;
- (d) except as provided in sub-clause 33.1(e) below, each Player shall be responsible for payment of all taxes (including but not limited to income tax and GST) and all other liabilities and expenses of whatever nature relating to the Player as an independent contractor which are not otherwise specified in this Master Agreement or in the Player's Playing Agreement; and
- (e) where any deduction or withholding is required by law to be made for or on account of any tax in respect of any payment made by NZC or a Major Association (as the case may be) to a Player under this Master Agreement (and/or under a Player's Playing Agreement), then NZC and/or the Major Association (as the case may be) will make that deduction or withholding from the payment(s) and will not gross up the payment(s) due on account of that deduction or withholding. If NZC and/or the Major Association wrongly fails to make a taxable deduction, NZC and/or the Major Association (as applicable) shall be entitled to recover such amounts from the Player provided it notifies the Player prior to doing so.

33.2 The parties acknowledge that NZC and each Major Association may enter into a Playing Agreement with a representative entity on behalf of a Player provided that:

- (a) the Player personally and exclusively provides his services through that representative entity;
- (b) the representative entity is not used for the provision of any other Player's services, nor may the Player assign any of his rights or obligations;
- (c) any sums payable to a Player (including Player Retainer, Match Fees and prize money) shall be paid to the representative entity; and
- (d) the terms of this Master Agreement (and any Playing Agreement) otherwise apply as agreed by NZC, the CPA, the relevant Major Association and the Player (and in accordance with any protocol that may be in place from time to time).

For the "Protocols for Players wishing to contract through Representative Entities" refer to Schedule 12.

33.3 Notwithstanding the provisions of 33.1 hereunder, if, for any reason whatsoever either NZC or a Major Association is assessed as being liable to pay either income tax to the Inland Revenue Department or accident compensation levies to the Accident Compensation Corporation in respect of any NZC Contracted Player or Major Association Contracted Player, and if NZC or that Major Association is subsequently required to make that payment then the amount of any such payment or payments shall be recoverable by NZC or by that Major Association (as the case may be) from such Player. In the event that either NZC or a Major Association receives any such demand for payment either from the Inland Revenue Department or from the Accident Compensation Corporation, immediate notification of the same will be given to the affected Player and to the CPA.

## 34. GST

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- 34.1 The payments referred to herein, unless otherwise specifically stated, are net of any applicable GST.

## 35. Force Majeure

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- 35.1 The parties acknowledge that it is possible that an event may occur during the Term which is beyond the reasonable control of NZC or the CPA and which affects the fundamental basis for the parties entering into the Master Agreement or the basis of the Master Agreement itself. Such events are regarded as a “Force Majeure” event in the context of this Master Agreement.
- 35.2 In the event that a Force Majeure event occurs either NZC or the CPA may terminate this Master Agreement and the parties must renegotiate the terms of any ongoing arrangement.
- 35.3 For the avoidance of doubt, set out below is a non exhaustive list of events that shall be regarded by the parties as a Force Majeure event:
- (a) if at any stage during the Term, NZC has genuine and reasonable grounds to believe that, as a result of this Master Agreement and / or the financial arrangements set out in Schedule 6 and 7, NZC will become insolvent; or
  - (b) if NZC does not receive substantially all of the money from ICC budgeted in respect of World Cup 2011; or
  - (c) if NZC does not receive substantially all of the money from ICC budgeted in respect of hosting and participating in World Cup 2015; or
  - (d) The FTP scheduled tour by India to New Zealand in 2014 does not take place in either Contract Year 4 or Contract Year 5.

## 36. Past Player Match Ticket Scheme

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- 36.1 NZC and the Major Associations will implement a scheme which allows past BLACKCAP players free entry into home Test Matches, ODIs and International Twenty20 matches and past domestic first class players free entry into Domestic Competition matches staged by that player’s Major Association. NZC and the Major Associations will work with the CPA to stage regular past player functions.

## 37. Interpretation

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- 37.1 **Definitions:** in this Master Agreement, words defined in context shall have that meaning. In addition, unless the context otherwise requires:

**BLACKCAPS** means the senior men's national representative team of New Zealand which is entitled to participate in Test Match cricket, ODI cricket, International Twenty20 cricket and other matches associated with tours undertaken by this team and sanctioned by NZC.

**BLACKCAPS Service Fund** has the meaning given in clause 10.

**Casual Playing Agreement** means an agreement in the form annexed as Schedule 3 to this Master Agreement.

**Contingency Fund** has the meaning given to it in clause 16.4.

**Contract Credits** has the meaning given to it in clause 10.2.

**Contract Year** means the period from 1 August to 31 July in each 12 month period with the first Contract Year commencing on 1 August 2010;

**Domestic Competitions** has the meaning given in clause 1.2 of this Master Agreement.

**Domestic Playing Agreement** means an agreement in the form annexed as Schedule 2 to this Master Agreement.

**FICA** means the Federation of International Cricketers Associations.

**Game Development** has the meaning given to it in clause 13 of this Master Agreement.

**ICC** is the International Cricket Council, which is the governing body for Test Match, ODI and International Twenty20 cricket.

**International Twenty20** means Twenty20 cricket matches played between ICC full members.

**International Playing Agreement** means an agreement in the form annexed as Schedule 1 to this Master Agreement.

**Major Association Contracted Player** means a Player named by a Major Association pursuant to clause 4.2 and who subsequently enters into a Domestic Playing Agreement.

**Major Association Elevated Contract** has the meaning given to it in clause 5.

**Major Association Elevated Player** means a Player who becomes a Major Association Contracted Player pursuant to clause 5.6.

**Major Association Elevation Threshold** has the meaning given to it in clause 5.6.

**Major Association Team** means a representative team selected by a Major Association to participate in Domestic Competitions or other activity described in clause 1.2.

**Master Agreement** means this agreement, together with its annexures and schedules.

**Match Fees** has the meaning given to it in clause 8.

**NZCR** has the meaning given to it in clause 12.

**New Zealand Qualifying Player** is a Player who:

- (a) has declared his intention, in writing to NZC, to become eligible to represent the BLACKCAPS;
- (b) is not currently eligible to be selected for the BLACKCAPS or available for selection for another country's national team;
- (c) has, immediately following his declaration, played in New Zealand for two (2) consecutive seasons and/or resided in New Zealand for a continuous period of not less than 12 months; and
- (d) continues to demonstrate his ongoing commitment to becoming eligible for the BLACKCAPS to the satisfaction of NZC and the CPA.

**New Zealand Team** means a national representative men's team of New Zealand (excluding the BLACKCAPS) including New Zealand A, Emerging Players or such other national representative team selected by NZC from time to time.

**NZC Contracted Player** means a Player named by NZC pursuant to clause 4.1 and who subsequently enters into an International Playing Agreement .

**NZC Elevated Contract** has the meaning given to it in clause 5.

**NZC Elevated Player** means a Player who becomes an NZC Contracted Player pursuant to clause 5.1.

**NZC Elevation Threshold** has the meaning given to it in clause 5.1.

**NZC Reserves** has the meaning given to it in clause 13.4.

**ODI** means One Day International cricket, which has the meaning given to it by the ICC.

**Overseas Player** means a person who is not eligible to be selected for the BLACKCAPS and does not meet the New Zealand Qualifying Player criteria.

**Player** means a person who is selected for the BLACKCAPS, a New Zealand Team or a Major Association Team regardless of whether or not the Player is a member of the CPA.

**Player Pool** has the meaning given to it in clause 16.

**Player Property** means in respect of an individual Player any means of identifying that Player, including the Player's name, nickname, image, signature, voice and any other identifying feature.

**Player Retainer** has the meaning given to it in clause 9.

**Player Terms Agreement** means the ICC agreement required to be signed by Players as a condition of participating in an ICC tournament.

**Playing Agreement** means an International Playing Agreement, a Domestic Playing Agreement or a Casual Playing Agreement, each of which is annexed as a Schedule to this Master Agreement.

**Playing Credits** has the meaning given to it in clause 10.2.

**Professional Cricket Services and Support** has the meaning given to it in clause 15.1.

**Shared Services and Support** has the meaning given to it in clause 14.1.

**Test Match** has the meaning given to it by the ICC.

**Twenty20 cricket** means games using a one-innings twenty-over per team format played internationally and domestically.

**Variation Ledger** has the meaning given to it in clause 18.

## Execution

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

.....

.....

Date:

**Signed** for and on behalf of the **Otago** )  
**Cricket Association** in the presence of: )

.....

.....

Date:

**Signed** for and on behalf of the **Canterbury** )  
**Cricket Association** in the presence of: )

.....

.....

Date:

**Signed** for and on behalf of the **Auckland Cricket Association** in the presence of: )  
)

.....

.....

Date:

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

.....

.....

Date:

**Signed** for and on behalf of the **Northern Districts Cricket Association** in the presence of: )  
)  
)

.....

.....

Date:

**Signed** for and on behalf of the **Central** )  
**Districts Cricket Association** in the )  
presence of: )

.....

.....

Date:

**Signed** for and on behalf of the **Cricket** )  
**Players Association** in the presence of: )

.....

.....

Date:



## **Schedule 1 – International Playing Agreement**

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## **Schedule 2 – Domestic Playing Agreement**

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## **Schedule 3 – Casual Playing Agreement**

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## Schedule 4 – Table Of Player Retainers

NZC Player Retainer								
	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18
1	\$177,000	\$181,425	\$185,961	\$190,610	\$195,375	\$200,259	\$205,266	\$210,397
2	\$171,000	\$175,275	\$179,657	\$184,148	\$188,752	\$193,471	\$198,308	\$203,265
3	\$165,000	\$169,125	\$173,353	\$177,687	\$182,129	\$186,682	\$191,349	\$196,133
4	\$159,000	\$162,975	\$167,049	\$171,226	\$175,506	\$179,894	\$184,391	\$189,001
5	\$153,000	\$156,825	\$160,746	\$164,764	\$168,883	\$173,105	\$177,433	\$181,869
6	\$147,000	\$150,675	\$154,442	\$158,303	\$162,260	\$166,317	\$170,475	\$174,737
7	\$140,000	\$143,500	\$147,088	\$150,765	\$154,534	\$158,397	\$162,357	\$166,416
8	\$137,000	\$140,425	\$143,936	\$147,534	\$151,222	\$155,003	\$158,878	\$162,850
9	\$128,000	\$131,200	\$134,480	\$137,842	\$141,288	\$144,820	\$148,441	\$152,152
10	\$122,000	\$125,050	\$128,176	\$131,381	\$134,665	\$138,032	\$141,483	\$145,020
11	\$116,000	\$118,900	\$121,873	\$124,919	\$128,042	\$131,243	\$134,524	\$137,888
12	\$110,000	\$112,750	\$115,569	\$118,458	\$121,419	\$124,455	\$127,566	\$130,755
13	\$104,000	\$106,600	\$109,265	\$111,997	\$114,797	\$117,666	\$120,608	\$123,623
14	\$98,000	\$100,450	\$102,961	\$105,535	\$108,174	\$110,878	\$113,650	\$116,491
15	\$92,000	\$94,300	\$96,658	\$99,074	\$101,551	\$104,090	\$106,692	\$109,359
16	\$86,000	\$88,150	\$90,354	\$92,613	\$94,928	\$97,301	\$99,734	\$102,227
17	\$79,000	\$80,975	\$82,999	\$85,074	\$87,201	\$89,381	\$91,616	\$93,906
18	\$72,000	\$73,800	\$75,645	\$77,536	\$79,475	\$81,461	\$83,498	\$85,585
19	\$72,000	\$73,800	\$75,645	\$77,536	\$79,475	\$81,461	\$83,498	\$85,585
20	\$72,000	\$73,800	\$75,645	\$77,536	\$79,475	\$81,461	\$83,498	\$85,585

<b>Major Association Player Retainer</b>								
	<b>2010/11</b>	<b>2011/12</b>	<b>2012/13</b>	<b>2013/14</b>	<b>2014/15</b>	<b>2015/16</b>	<b>2016/17</b>	<b>2017/18</b>
<b>1</b>	\$37,500	\$38,438	\$39,398	\$40,383	\$41,393	\$42,428	\$43,489	\$44,576
<b>2</b>	\$35,000	\$35,875	\$36,772	\$37,691	\$38,633	\$39,599	\$40,589	\$41,604
<b>3</b>	\$32,500	\$33,313	\$34,145	\$34,999	\$35,874	\$36,771	\$37,690	\$38,632
<b>4</b>	\$30,500	\$31,263	\$32,044	\$32,845	\$33,666	\$34,508	\$35,371	\$36,255
<b>5</b>	\$28,500	\$29,213	\$29,943	\$30,691	\$31,459	\$32,245	\$33,051	\$33,878
<b>6</b>	\$26,500	\$27,163	\$27,842	\$28,538	\$29,251	\$29,982	\$30,732	\$31,500
<b>7</b>	\$24,500	\$25,113	\$25,740	\$26,384	\$27,043	\$27,720	\$28,412	\$29,123
<b>8</b>	\$23,500	\$24,088	\$24,690	\$25,307	\$25,940	\$26,588	\$27,253	\$27,934
<b>9</b>	\$22,500	\$23,063	\$23,639	\$24,230	\$24,836	\$25,457	\$26,093	\$26,745
<b>10</b>	\$21,500	\$22,038	\$22,588	\$23,153	\$23,732	\$24,325	\$24,933	\$25,557
<b>11</b>	\$21,000	\$21,525	\$22,063	\$22,615	\$23,180	\$23,760	\$24,354	\$24,962
<b>12</b>	\$20,250	\$20,756	\$21,275	\$21,807	\$22,352	\$22,911	\$23,484	\$24,071
<b>13</b>		\$20,244	\$20,750	\$21,269	\$21,801	\$22,346	\$22,904	\$23,477
<b>14</b>			\$20,255	\$20,761	\$21,280	\$21,812	\$22,358	\$22,917
<b>15</b>				\$20,000	\$20,500	\$21,013	\$21,538	\$22,076

# Schedule 5 – Professional Cricket Advisory Group – Terms of Reference

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## 1. Purpose of the Advisory Group

- 1.1 The core requirements and standards relating to the professional cricket environment in New Zealand are set out in the Master Agreement between Cricket (**NZC**), the Major Associations and the New Zealand Cricket Players' Association (**CPA**).
- 1.2 NZC, the Major Associations and the CPA have established a Professional Cricket Advisory Group (**Advisory Group**) to oversee the professional cricket environment in New Zealand.
- 1.3 The primary role of the Advisory Group is therefore to monitor the implementation of the Master Agreement as it relates to the professional cricket environment in accordance with this Terms of Reference.
- 1.4 The Advisory Group has not been set up as a decision making body and is not intended to amend, replicate or replace in any way the authority or powers of NZC, Major Association and the CPA respectively.

## 2. Membership

- 2.1 The Advisory Group is to comprise six (6) persons:
  - (a) Two (2) representatives appointed by NZC;
  - (b) Two (2) representatives appointed by the Major Associations; and
  - (c) Two (2) representatives appointed by the CPA.
- 2.2 The Chairman of the Advisory Group shall be a representative from NZC.
- 2.3 The Advisory Group shall convene quarterly or more often as required. The Advisory Group will either meet in person or by telephone as determined by the Chairman.

## 3. Key Tasks

- 3.1 The key tasks of the Advisory Group are to:
  - (a) forge a working partnership between the parties that takes cricket to new levels of performance and becomes a source of competitive advantage over other countries and sporting codes;
  - (b) make recommendations to NZC, the Major Associations and the CPA respectively in relation to any desired or anticipated trends or changes to the professional cricket environment in New Zealand and worldwide;
  - (c) proactively monitor issues relating to professional cricket in New Zealand and worldwide including implementation and compliance with the minimum standards (these could be defined through SLAs or key outcomes) set out in the Master Agreement;
  - (d) investigate any breach or failure to comply with the terms of the Master Agreement and report back to the NZC, the Major Associations and the CPA respectively;

- (e) review actual revenue and expenditure against forecasted revenue and expenditure (as defined and set out in the Master Agreement) in each of the areas of NZCR, Professional Cricket Services and Support, and the Player Pool;
- (f) make recommendations to NZC in terms of appropriate annual resource allocation within the parameters of the Professional Cricket Services and Support budget as set out in the Master Agreement;
- (g) make recommendations to NZC, the Major Associations and the CPA respectively in relation to any proposed variations in the High Performance budget and/or planned activities;
- (h) monitor and make recommendations on the appointment process of NZC and Major Association Head Coaches or equivalent in accordance with the process set out in the Master Agreement;
- (i) approve and monitor on an ongoing basis each Major Association Team's support strategies in accordance with the requirements set out in the Master Agreement;
- (j) perform any other roles or tasks required by NZC, the Major Associations and the CPA in relation to professional cricket including but not limited to:
  - monitoring the process around enforcement of NZC's Code of Conduct;
  - making recommendations on annual playing schedules;
  - making recommendations on player release provisions;and
  - monitoring the rules and regulations of the three formats of the game and making any recommendations as appropriate;
- (k) Review the promotional strategies of both international cricket and domestic cricket competitions and make recommendations as appropriate to NZC and the Major Associations. This will include consideration of the marketing budget and its application in professional cricket;
- (l) Monitor and review the sponsorship programme and associated activity around both international cricket and the domestic competitions and make recommendations as appropriate to NZC and the Major Associations;
- (m) Identify and develop growth opportunities within professional cricket to grow the revenue base of the sport and make recommendations as appropriate; and
- (n) Monitor and review media and public relations programmes at NZC and the Major Associations and make recommendations as appropriate. This will include making recommendations that assist in the continual development of media skills in players, coaches and administrators to enable enhanced performance in this area.

## **Schedule 6 – Financial Arrangements**

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## **Schedule 7 – Financial Spreadsheet and Calculations**

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## **Schedule 8 – Forecast Player Pool Payments**

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## **Schedule 9 - ICC Future Tours Programme**

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## **Schedule 10 – NZC Grounds Warrant of Fitness**

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## **Schedule 11 – NZC/CPA Licensing Management Agreement**

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### **Management Agreement**

made between

**New Zealand Cricket**

NZC

and

**Cricket Players Association**

CPA

**Date**

**20**

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This **Management Agreement** is made on

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**between** (1) **New Zealand Cricket (NZC)**

**and** (2) **Cricket Players Association (the CPA).**

## **1. Introduction**

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- 1.1 NZC, CPA and six Major Associations are parties to a Master Agreement, which governs the contractual relationship between those parties.
- 1.2 Clause 31 of the Master Agreement sets out certain licensing and merchandising rights and obligations of the parties.
- 1.3 NZC and the CPA have entered this Management Agreement to provide for the management of the NZC Licensed Product and Promotion programme including all player-based merchandising and licensing of products and NZC merchandising and licensing of products.

## **2. Relationship with Master Agreement**

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- 2.1 To the extent relevant, this Management Agreement varies the rights and obligations of NZC and CPA under clause 31 of the Master Agreement, as between each other.
- 2.2 For the avoidance of doubt, where there is an inconsistency between this Management Agreement and clause 31 of the Master Agreement (to the extent it affects NZC or the CPA), this Management Agreement shall prevail.
- 2.3 Where terms are defined in the Master Agreement that definition shall apply in this Management Agreement.

## **3. Term and Variation**

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- 3.1 This Management Agreement shall commence on 1 June 2008 and will expire on 31 December 2013.
  - 3.2 The parties recognise that circumstances may arise which make it desirable to vary this Management Agreement. A variation must be made in writing and be agreed by the parties.
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## 4. Management of NZC Licensed Products and Promotions Programme

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- 4.1 NZC assigns the rights to manage the NZC Licensed Product and Promotion programme to the CPA who will act as “Account Manager” for the term of the agreement.
- 4.2 NZC and the CPA have agreed to appoint Velocity Brand Management New Zealand (VBMNZ) the exclusive worldwide rights to procure Licensees from the Product and Promotion Categories for NZC and MA Properties during the term of this agreement.
- 4.3 NZC assigns the management of its rights outlined in clause 4.1 to the CPA on the terms and conditions of this Management Agreement. These rights only apply to product produced for sale under license and do not apply to products produced as give-aways for the promotion of the Black Caps, NZC or of cricket in general.
- 4.4 The parties agree to share the net revenue from the sale of Licensed Products and Promotions arising from this Agreement in accordance with the following formula:
- (a) in the case of a Team-based product (as defined in the Master Agreement), 50% of the net revenue generated from the sale of such Licensed Products will be provided to NZC, 25% will be retained by the CPA and 25% will be split between the Players used; and
  - (b) in the case of a Player-based product (as defined in the Master Agreement) 75% of the net revenue generated from the sale of such Licensed Products will be split between the Players used and 25% will be retained by the CPA.
- 4.5 In the case of a non Player or Team based NZC or MA product 80% of the net revenue generated from the sale of such Licensed Products will be provided to NZC or the MA and 20% will be retained by the CPA.
- 4.6 The following products will be classified as Team-based products, however item (i) will be treated as a Player-based product for the purposes of payments to Players in accordance with clause 4.3:
- (i) trading cards sold commercially;
  - (ii) Team-based stickers;
  - (iii) Team-based posters;
  - (iv) Team-based videos;
  - (v) Team-based electronic and digital games;
  - (vi) Team-based novelties (including drinking mugs and containers, glassware, key rings, pins, broaches, badges, magnets, mousepads and other products agreed between the parties from time to time).
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- 4.7 Payments to be made to NZC in accordance with this clause will be paid by the CPA on at least a quarterly basis.

## 5. Approval process

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- 5.1 Where CPA receives a proposal for a Licensed Product or Promotion, the parties agree to adopt the following approval process:
- (a) the CPA shall submit a product approval form to NZC;
  - (b) NZC will respond to the CPA within two business days, concerning the request for product approval;
  - (c) NZC may approve, approve on conditions, refuse, or require further information on the request.
- 5.2 The CPA will develop and submit to the NZC a product approval form to be used in the process set out in clause 5.1.
- 5.3 The process outlined in this clause applies to specific Licensed Product arrangements. If a proposed licensing arrangement goes beyond a specific product, the CPA must ensure that any such arrangement has both NZC and the CPA's agreement.
- 5.4 For the avoidance of doubt, this process will not apply in the case of any merchandising or licensing that does not involve any use of NZC's name and logo and the names, logos or uniforms of NZC teams or other NZC intellectual property (because such falls outside the definition of Licensed Product).
- 5.5 This agreement specifically excludes the production of Licensed Product associated with any ICC Cricket Events, including the ICC Cricket World Cup, ICC Champions Trophy, ICC Twenty 20 World Cup and FICA Events. The terms of any agreement, either in existence or entered into during the term of this agreement, between NZC and ICC/IDI and the CPA and Fricative precedence over this agreement.

## 6. Retainer

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- 6.1 NZC will pay the CPA a retainer of \$10,000 per annum for managing the NZC Licensed Products and Promotions programme under this Management Agreement.

## 7. Existing Arrangements

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- 7.1 The parties agree that there will be a transitional process whereby ongoing management of existing arrangements will be transferred to CPA. The revenue sharing provisions outlined in this agreement will apply to those transferred arrangements.
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## **8. Reporting**

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- 8.1 The parties agree that the CPA will report to both the NZC and the CPA Board quarterly on any management of licensing or merchandising undertaken in accordance with this Management Agreement.

## **9. Dispute Resolution**

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- 9.1 If any problem between either of the parties to this Management Agreement arises, the parties will follow the dispute resolution procedures in the Master Agreement.
-

**Execution**

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

.....

.....

Date:

**Signed** for and on behalf of the **Cricket** )  
**Players Association** in the presence of: )

.....

.....

Date:

## Schedule 12 – Protocols for Players wishing to contract through Representative Entities

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NZC and the Major Associations acknowledge that a Player may elect to enter into a Playing Agreement with NZC or a Major Association through a representative entity. From the Player's perspective, contracting in this way may provide a means of protecting and enhancing his Player Property. From NZC and the Major Associations' perspective, provided that certain criteria are met, contracting through a representative entity is a valid and convenient way for the Player to provide his playing services.

This Protocol - which has been agreed between NZC, the Major Associations and the CPA - outlines the steps that a Player must take in order to enter into a Playing Agreement through his representative entity.

1. A Player must:
    - (a) have in place a legally constituted entity (**Player Entity**) with which NZC and/or a Major Association can contract;
    - (b) be the sole shareholder and director or own a controlling interest in the Player Entity;
    - (c) have in place a written agreement between himself and the Player Entity (**Entity Contract**) pursuant to which he agrees to provide his playing services to the Player Entity (on an exclusive basis and on terms no less favourable to NZC than as set out in the Player Agreement) so that the Player Entity may fulfil its obligations pursuant to the Playing Agreement, and to assign his Player Property to the Player Entity;
    - (d) in his role as shareholder/director of the Player Entity, guarantee in favour of NZC the performance of the Entity Contract;
    - (e) provide appropriate documentary proof of the existence of the Entity Contract and the incorporation of the Player Entity if requested to do so by NZC.
  2. For clarity, should the Player elect to contract through a Player Entity, the parties to the Playing Agreement will be NZC and/or a Major Association, and the Player Entity.
  3. Tax on payments made under the Playing Agreement will be deducted at source by NZC and/or the Major Association unless the Player Entity receiving the payments provides NZC or the Major Association with a valid exemption certificate.
  4. Any non-New Zealand source income payable to the Player Entity (generated through the playing of cricket) whether by way of playing fees or prize money will be paid to the Player and not to the representative entity.
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## **Schedule 13 – New Zealand Qualifying Player Declaration**

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I, [insert name], declare that:

- (a) as at the date of this Playing Agreement, in accordance with ICC Player Eligibility Rules (as set out in the ICC Playing Handbook) I am not eligible to be selected for the BLACKCAPS or a New Zealand Team; and
- (b) notwithstanding my current status under the ICC Player Eligibility Rules, it is my intention to become eligible to represent the BLACKCAPS and/or a New Zealand Team when I qualify to do so under the ICC Player Eligibility Rules.

I acknowledge that:

- (a) the Major Association is entering into this Playing Agreement in reliance upon my declaration;
- (b) NZC is relying upon my declaration for the purposes of clause 5.10 of the Master Agreement; and
- (c) if my declaration is shown to be untrue, incorrect or misleading in a material respect at the time it was made, it will be treated as conduct which will constitute serious misconduct under clause 14 of this Playing Agreement.

**Signed by [Name of Player]**

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Date: