

**WESTERN AUSTRALIAN INSTITUTE OF SPORT
WAIS ATHLETE AGREEMENT
TERMS AND CONDITIONS**

1 ATHLETE'S OBLIGATIONS

The Athlete shall during the Term:

1.1 Undertake the Program

Undertake the Program in an endeavour to achieve and maintain an international standard of excellence in the Sport.

1.2 Attend Training and Meetings

Attend all training sessions and meetings specified in the Program unless excused by the Coach.

1.3 Obey Reasonable Directions

Obey all lawful and reasonable directions of WAIS or WAIS employees.

1.4 Compete in all Competitions Specified in the Program

Compete in all events in which the Athlete is selected to compete or otherwise directed by the Coach unless he/she is ruled unfit to compete by a medical officer approved by the WAIS Chief Medical Officer.

1.5 Preparation for Competition and Behaviour

Comply with all lawful and reasonable requirements of WAIS and the Association relating to preparations for competition, attendance at WAIS and Association functions, behaviour and dress when carrying out his/her obligations under the Agreement.

1.6 Obey Rules

Obey the Rules, Regulations of WAIS and the Association and all resolutions of WAIS and the Association that are notified to the Athlete which may be made or passed prior to or at any time after the commencement of the Term.

1.7 No Interference with Agreement

Not enter into any agreement, or understanding, which would prevent the Athlete from complying with any of the provisions of this Agreement PROVIDED THAT nothing in this sub-clause shall prevent the Athlete from engaging in commensurate secular employment or business.

1.8 Fitness

Do everything reasonably necessary to attain and maintain a level of health and physical fitness so as to comply with the provisions of this Agreement to enable the Athlete to fulfil requirements of the Program.

1.9 No Dangerous or Hazardous Activities

Not engage in any dangerous or hazardous activity, for example, trail bike riding, professional boxing or wrestling, gridiron, karate, football (of any code), judo, hang gliding, parachuting or bungy jumping which in the reasonable opinion of the Coach may affect the Athlete's ability to perform his/her obligations under this Agreement without first obtaining the consent of the Coach, which consent shall not be unreasonably withheld.

1.10 Wear Official Apparel

Wear only such items of playing apparel when playing, training and/or competing as a WAIS athlete as may be approved of or prescribed by WAIS PROVIDED THAT such items and approved apparel are reasonable and suited to the Athlete to enable the Athlete to perform his/her obligations under this Agreement.

1.11 Use of Image

Subject to the provisions of paragraph 2.1 and without the prior approval of the Executive Director, be entitled to allow or authorise any person, corporation or entity to use his/her name, photograph, likeness, reputation and identity for commercial purposes including but not limited to licensing, endorsements, advertising, promotions, merchandising, memorabilia, events and marketing.

1.12 Physical examination

Submit to a complete physical examination upon the request of WAIS and at the expense of WAIS prior to the commencement of and at any time during the Term.

1.12.1 Save as provided by Clause 7, if:

- (a) the Athlete fails to display a reasonable level of physical fitness necessary to compete, on any occasion when the Athlete is required to submit to a complete physical examination; or
- (b) within one (1) month of the commencement of the Term, WAIS does not receive confirmation that the Athlete's blood test, ECG, medical and musculoskeletal screens are satisfactory,

WAIS shall be permitted to suspend the services and support that would otherwise be paid or provided by WAIS to the Athlete under this Agreement until the Athlete submits to a further complete physical examination and is passed fit to compete or, if applicable, confirmation is received that the Athlete's blood test, ECG, medical and musculoskeletal screen are satisfactory.

1.12.2 Where the Athlete disputes that he/she has failed to display a reasonable level of physical fitness necessary to compete or train, or that he/she does not have a satisfactory medical or musculoskeletal screen, he/she may request the Executive Director of WAIS to appoint an independent medical practitioner to conduct a complete physical examination of the Athlete at the cost of the Athlete. In such case, the services and support provided to the Athlete pursuant to this Agreement shall continue to be provided until the independent medical practitioner certifies that the Athlete has failed to display a reasonable level of physical fitness necessary to compete or, if applicable, does not have a satisfactory blood test, ECG, medical or musculoskeletal screen.

- 1.12.3 Any suspension of services and support in accordance with this clause shall apply until WAIS' Chief Medical Officer or the appointed independent medical practitioner certifies that the Athlete has achieved a reasonable level of physical fitness necessary to compete or, if applicable, confirmation is received that the Athlete's blood test, ECG, medical and musculoskeletal screens are satisfactory.

1.13 Pregnancy

If the Athlete is pregnant she shall inform WAIS. If the Athlete wishes and decides to continue training and competing during her pregnancy, she shall review her decision to continue to train and compete at the commencement of each trimester of her pregnancy in consultation with her Health Care Provider and shall only continue training and competing having first obtained a written clearance from her health care provider at the commencement of each trimester, which clearance she will provide to WAIS

1.14 Drug testing

In accordance with WAIS' Anti-Doping Policy, if and whenever required by WAIS to submit to random out of competition and in competition drug testing and provide a biological sample (including without limitation blood, tissue or urine) at the request, expense and under the direction of WAIS.

- 1.14.1 The parties acknowledge and declare that the covenant of the Athlete contained in this clause is necessary to ensure that the Athlete's performance is achieved on the basis of athletic prowess and natural levels of fitness and development which are not enhanced by any means which would contravene WAIS' Anti-Doping Policy.
- 1.14.2 The Athlete further acknowledges that WAIS has appointed the Australian Sports Anti-Doping Authority to administer the procedures for the detection of banned drugs as set out in and as may from time to time be included in WAIS' Anti-Doping Policy.
- 1.14.3 The Athlete agrees with WAIS to provide all reasonable assistance and comply with all directions of WAIS' Chief Medical Officer and the Australian Sports Anti-Doping Authority given in accordance with WAIS' Anti-Doping Policy.
- 1.14.4 The Athlete agrees to complete an ASADA approved education session about pure performance in sport once every year as a minimum. The Athlete will provide WAIS with a certificate of completion for WAIS records.

1.15 Sport Science Testing

Submit to anthropometric, biomechanical, psychological, submaximal and maximal physical exertion physiological and strength assessments throughout the Term.

- 1.15.1 Subject to paragraphs 1.17.6 and 5.5, data collected from these assessments will be treated in the strictest confidence and will only be provided to persons other than the personal coach, WAIS coach, the Association and staff collecting the data, at the request of the Athlete.

1.16 Disclosure of Medical Information

Disclose to the WAIS Chief Medical Officer:

- 1.16.1 full details of all Conditions which have affected the Athlete's training or the Athlete's performance in competition in the past and the names and addresses of all Health Care Providers who the Athlete has consulted in respect of such Conditions;
- 1.16.2 full details of all Conditions which affect the Athlete's training or the Athlete's performance in competition;
- 1.16.3 full details of all medications, vitamins and supplements that the Athlete takes, uses or are administered to the Athlete.

1.17 Authorisation Regarding Medical Information

- 1.17.1 Authorise the WAIS Chief Medical Officer to obtain any information considered relevant from any Health Care Provider the Athlete has consulted or will consult in respect of a Condition (past or current) which may affect the Athlete's training or performance in competition.
- 1.17.2 Authorise each Health Care Provider the Athlete has consulted or will consult in respect of a Condition which may adversely affect the Athlete's health or training or performance in competition to provide and release any information considered relevant by the Health Care Provider to the WAIS Chief Medical Officer.
- 1.17.3 Authorise any Health Care Provider who the Athlete has consulted or will consult to provide and release to the WAIS Chief Medical Officer any information or evidence obtained during any consultation that indicates that:
 - (a) the Athlete may have committed an Anti-Doping Policy violation; or
 - (b) another person may have committed an Anti-Doping Policy violation.
- 1.17.4 Authorise any Health Care Provider that the Athlete has consulted or will consult to provide and release to the WAIS Chief Medical Officer information relevant to any Condition the Athlete may suffer should the Health Care Provider consider that:
 - (a) the Condition has the potential to adversely affect the Athlete's health;
 - (b) the Condition has the potential to adversely affect the Athlete's training or performance in competition; or
 - (c) consultation with another Health Care Provider is appropriate for the treatment or management of the Condition.
- 1.17.5 Authorise the WAIS Chief Medical Officer to provide and release:
 - (a) details of any condition referred to in paragraphs 1.17.1, 1.17.2 and 1.17.4; and
 - (b) information or evidence referred to in paragraph 1.17.3,to any Health Care Provider, the Executive Director, Coach, the Medical Coordinator of the Association or other relevant WAIS personnel having a need to know this information for the purpose of administering the Program.
- 1.17.6 Authorise WAIS to retain any medical information obtained in respect of the Athlete during the term of this Agreement and the results of any tests or examinations carried out on the Athlete for use in research and publication in medical or scientific

papers provided that such publication is done in such a way that the Athlete's identity is not disclosed.

1.18 Authority to Release

Create, sign, execute or otherwise deal with any document which may be necessary to give effect to paragraph 1.17.

1.19 No Gambling

1.19.1 Comply with the WAIS Anti-Match Fixing Policy and not participate or engage directly or indirectly in any relevant bet, wager or gamble in connection with any sport for which WAIS provides any services and support, either directly or indirectly.

1.19.2 Not accept or agree to accept either directly or indirectly, any bribe, pecuniary or other gift or other consideration or benefit whether in cash or kind associated with or connected with or relating to the ability of the Athlete to exercise control over or influence a competition so as to bring about a result other than that which would be achieved in a fair contest.

1.20 Drug Policy

Comply with WAIS' Anti-Doping policy.

1.21 Code of Conduct

Comply with WAIS' Athlete Code of Conduct.

2 RESTRICTIONS ON USE OF IMAGE

No conflict with WAIS Sponsors or prejudice WAIS

2.1 Without prior approval, the Athlete shall not be entitled to exercise his/her rights under paragraph 1.11 where such use or utilisation of the name, signature, photograph, likeness, reputation and identity would:

2.1.1 conflict with or in any manner prejudice the name, reputation, image, products or services of any Sponsor of WAIS. The Athlete agrees that WAIS may nominate persons, corporations or entities who make a substantial contribution to WAIS to be its Sponsors from time to time; or

2.1.2 be prejudicial to the interests of WAIS or the Association, or which may bring the Sport into disrepute.

2.2 Prior Agreements

The provisions of paragraph 2.1 shall be subject to any agreement in relation to use or utilisation of the name, signature, photograph, reputation, likeness and identity of the

Athlete existing between the Athlete and any other person, corporation or entity as at the date of the execution of this Agreement PROVIDED THAT the Athlete shall not renew or renegotiate any such agreement with such person, corporation or entity during the Term

unless the Sponsors have been given the right of first refusal in relation to such renewal or renegotiation and all have declined to match the offer of renewal or renegotiation.

2.3 Intellectual property of WAIS

The Athlete shall not use or utilise any intellectual property of WAIS including without limitation any registered trademark, logo, design or any item of Institute playing apparel or any component of such intellectual property without the written consent of WAIS as the case may be, first had and obtained, nor shall the Athlete grant any rights to use or utilise his/her name, signature, photograph, likeness, reputation and identity or endorse any product or service in trade or commerce in such a way as to connote the sponsorship, approval or affiliation of WAIS without the prior written consent of WAIS first had and obtained.

3 PROMOTION AND PUBLICITY

3.1 Appearances, Photos and Film

3.1.1 The Athlete shall make himself/herself available on reasonable notice at any time during the Term for appearances or photography or motion picture sessions for WAIS, on the number of occasions in each year as stated in clause 4 of the Athlete Agreement.

3.1.2 Where the Athlete has a reasonable excuse for his/her inability to participate in any such appearance or session he/she shall make himself/herself available at the next earliest opportunity suitable to the Athlete or WAIS as the case may be.

3.1.3 The Athlete shall make such personal appearances, or attend such photography or motion picture sessions as requested by WAIS in accordance with this clause at no cost or charge to WAIS other than the reasonable expenses incurred by the Athlete in complying with his/her obligations to WAIS under this clause approved by the Executive Director.

3.2 Promotion of WAIS

The Athlete hereby authorises WAIS to use and utilise the Athlete's name, signature, photograph, likeness, reputation and identity on any number of occasions and without cost or charge to WAIS for promoting WAIS. The Athlete acknowledges that the promotion of the name, reputation, product or service of any Sponsors of WAIS shall be deemed to be a promotion of WAIS.

3.3 Assignment of Copyright

The Athlete hereby irrevocably assigns to WAIS as the case may be, all and any copyright or other rights whatsoever arising out of such personal appearances, photography or motion picture sessions or the use of the Athlete's name, signature, photograph, likeness, reputation and identity pursuant to this clause.

3.4 Media and Public Statements

3.4.1 The Athlete acknowledges and agrees that he/she will not, without the prior written approval of the Executive Director or any person authorised by the Executive Director for such purpose supply any information by any means to the media or make any public statements relating to the activities or policies of WAIS.

- 3.4.2 The Athlete acknowledges and agrees that he/she will consult the WAIS Public Relations Department prior to any approved media interview to ensure consistency of the WAIS message and integrity of the brand is upheld at all times.

4 USE OF IMAGE BY WAIS

Consent of the Athlete

- 4.1** Save as is otherwise provided in this Agreement, WAIS may use and utilise the Athlete's name, signature, photograph, likeness, reputation and identity for promotional purposes and for advertising the business and undertaking of WAIS including but not limited to licensing, endorsements, advertising, promotions, merchandising, memorabilia, events and marketing, provided that WAIS has obtained the consent of the Athlete.
- 4.2** The Athlete shall not unreasonably refuse consent to any request by WAIS for use of the Athlete's name, signature, photograph, likeness, reputation and identity in accordance with this clause and WAIS shall not be prevented from using or utilising the Athlete's name, signature, photograph, likeness, reputation and identity where the Athlete has unreasonably refused his/her consent.
- 4.3** The parties further agree that in the event that WAIS requests consent from the Athlete in accordance with this clause, such consent shall be deemed to have been given if the Athlete does not refuse his/her consent within fourteen (14) days from the date of request.

5 PERSONAL INFORMATION

The Athlete acknowledges and agrees that:

- 5.1** WAIS collects Personal Information when considering applications for admission to the Program and while administering the Program;
- 5.2** WAIS may store Personal Information that it has collected regarding the Athlete in any form and the Executive Director and any WAIS officers, employees, agents or contractors authorised by the Executive Director may access this Personal Information;
- 5.3** WAIS may disclose Personal Information that it has collected regarding the Athlete for the purposes of:
- 5.3.1 investigating possible violations under the WAIS Anti-Doping Policy or the Sport's Anti-Doping Policies;
 - 5.3.2 administering and enforcing the WAIS' Anti-Doping Policy;
 - 5.3.3 assisting other sporting organisations in the administration and enforcement of their anti-doping policies; and
 - 5.3.4 reporting on the administration and enforcement of the WAIS Anti-Doping Policy or other sporting organisation's anti-doping policies to governmental and non-governmental organisations who have legitimate interest in anti-doping activities in Australia and elsewhere.

- 5.4** WAIS may disclose Personal Information that it has collected regarding the Athlete to the:
- 5.4.1 Australian Olympic Committee;
 - 5.4.2 the Australian Sports Commission;
 - 5.4.3 the State, National and International Organisation administering the Sport;
 - 5.4.4 the Athlete's State or Territory institute or academy of sport, if he/she also held a scholarship with such an organisation;
 - 5.4.5 the Australian Sports Anti-Doping Authority; and
 - 5.4.6 any other sporting organisation of which the Athlete is a member,
- for the purposes of those organisations or WAIS taking administrative, coaching, athlete performance management, selection, de-selection or disciplinary action, or for research and publication purposes (provided in the case of research and publication the Athlete's identity is not disclosed);
- 5.5** The disclosure of Personal Information held by WAIS to the entities identified in paragraph 5.4 above, which may include the disclosure of sensitive information such as health and medical data, is necessary for the purposes of ensuring that the Athlete, the Athlete's Association and WAIS will realise the benefits that are provided by the entities identified in paragraph 5.4 above;
- 5.6** The Personal Information might be transferred overseas, such as to the Australian Institute of Sport European Training Centre, by any of the entities identified in paragraph 5.4 above for the operational purposes of the Australian Institute of Sport;
- 5.7** WAIS will not be accountable under the *Privacy Act 1988* (Cth) for the treatment of the Personal Information by any overseas recipient and that recipient may not be subject to a similar privacy regime;
- 5.8** The Athlete will not be able to seek redress with respect to the treatment of the Personal Information by the overseas recipient under the *Privacy Act 1988* (Cth) and may not be able to seek such redress under the laws of the relevant overseas jurisdiction;
- 5.9** The overseas recipient might be subject to a foreign law that could require the disclosure of the Personal Information to a third party;
- 5.10** The Personal Information disclosed to the Australian Sports Commission will be stored in a national database called the Athlete Management System, which is managed by the Australian Sports Commission;
- 5.11** The purpose of the Athlete Management System is to facilitate:
- 5.11.1 the contribution and storage of information about Australian athletes, including athlete profile and administration data, performance data, health and medical data, monitoring data such as training and wellbeing data and competition, event schedules and results tracking data; and
 - 5.11.2 the use of the data stored in the Athlete Management System to assist Australian athletes, including in tracking, analysing and reporting for high performance athletes, squads and teams, as a management tool for developing training programs or other purposes related to managing athletes and as a data set for potential use in research (subject to the de-identification of personal information and the approval of the Australian Institute of Sport Ethics Committee);

- 5.12** Access to the Athlete Management System may be granted to a variety of other national sporting organisations and their employees and contractors, as well as to medical, government or regulatory authorities that have responsibilities or functions in relation to sport, including ASADA;
- 5.13** The Australian Sports Commission is an APP entity, whose address is Leverrier Street, Bruce ACT 2617;
- 5.14** The privacy policy of the Australian Sports Commission contains further details about how it manages the Athlete's Personal Information, including how the Athlete may access, or seek correction of, the Personal Information held in the Athlete Management System. It also contains information about how the Athlete may complain about a breach of the Australian Privacy Principles and how the Australian Sports Commission will deal with such a complaint;
- 5.15** WAIS may disclose Personal Information that it has collected regarding the Athlete to third parties where that information is of a general and biographical nature in response to requests for information of this type or as, a part of the WAIS public relations activities, including placing this information on its Internet and Intranet web sites. Such information may include the Athletes:
- 5.15.1 name;
 - 5.15.2 date of birth;
 - 5.15.3 home State or Territory;
 - 5.15.4 sport and sporting event(s);
 - 5.15.5 competition results;
 - 5.15.6 career highlights; and
 - 5.15.7 personal hobbies and interests.
- 5.16** WAIS may use Personal Information collected regarding the Athlete (including the results of sports science tests) as part of collective data for research and publication purposes, provided the Athlete's identity is not disclosed.

6 GOODS AND SERVICES TAX

6.1 Athlete Must Pay

- 6.1.1 If GST is payable on the services or support or any part thereof or if WAIS is liable to pay GST in connection with this Agreement, then:
- (a) WAIS may reduce the services or support or any part thereof by an amount which is equal to the GST Amount; or
 - (b) WAIS may pay the GST Amount on the due date for payment by WAIS and may subsequently recover the GST Amount from the Athlete.

7 INJURY/ILLNESS

7.1 If the Athlete suffers an injury or illness as a result of which he/she is unfit to train and/or compete in the Sport and where such injury or illness was incurred by the Athlete in a competition or at an official training session of WAIS or the Association, or by attending a WAIS or Association function or while on official duties at the direction of WAIS or the Association, the Athlete shall, provided that he/she has not caused such injury or illness by his/her own negligence, be compensated as follows:

7.1.1 in accordance with the WAIS Medical Policy and Clinical Gap Payment Schedule for WAIS athletes; and

7.1.2 the obligations of WAIS to pay injury or illness payments shall be subject to and conditional upon the Athlete using his/her best endeavours to rehabilitate himself/herself and return to competition fitness as soon as possible. The obligation of the Athlete in this clause shall without limitation, include the Athlete observing all reasonable directions of the Coach and WAIS in relation to the Athlete's rehabilitation including diet, exercise, special training and attendance for medical or paramedical treatment.

7.2 Where the Athlete is entitled to injury or illness benefits payments under this clause, the Athlete shall, in addition to the payments described in Clause 7.1, be paid the difference between the amount recoverable under any claim from the relevant hospital and medical benefits fund and the amount actually payable for the cost of treatment provided that such treatment was first approved by WAIS and such treatment was directly referable to the injury or illness PROVIDED THAT the total payments made under this clause will not exceed the Scholarship amount provided in the Schedule.

7.3 Training and Sports Science Facilities

WAIS shall make available or procure for the benefit of the Athlete such training and sport science facilities and staff as are available to WAIS.

7.4 Safe and Healthy Practices

WAIS shall provide or will ensure a playing, training and work environment which is free of any unreasonable risk to the health, safety and welfare of the Athlete. Without limitation, WAIS shall observe and carry out its obligations under the applicable Occupational Health and Safety Act or its equivalent.

8 PLAYING APPAREL

Subject to the other provisions of this Agreement, the Athlete shall not be prohibited from acquiring (at his/her own cost) and using playing apparel suitable for the Athlete to perform his/her obligations under this Agreement provided that the same conforms with the Rules of the Association and is approved of by WAIS and the Association which approval shall not be unreasonably withheld.

9 BEST ENDEAVOURS

The parties to this Agreement shall use their best endeavours, in relation to any matter or thing directly within their control, to bring about compliance with all the provisions of this Agreement.

10 DISPUTE RESOLUTION

- 10.1 If any dispute or difference whatever shall arise between the parties with respect to or arising out of this Agreement or any part of it with respect to its construction or its effect or any matter connected with it or arising out of it or with respect to its operation or determination or the rights or duties of any party in connection with it, the parties to this Agreement shall meet to resolve the dispute or difference through mediation.
- 10.2 If the parties to this Agreement cannot resolve the dispute or difference through such mediation, the dispute or difference shall be referred to arbitration.
- 10.3 The arbitrator shall be a Senior Counsel in Western Australia appointed by agreement between the parties or, in default of agreement, by the Law Society of Western Australia.
- 10.4 Any such arbitration shall be held in Perth, Western Australia.
- 10.5 The arbitration procedure to be followed shall be agreed by the parties or, in default of agreement, determined by the arbitrator.
- 10.6 In the event of default by any party in respect of any procedural order made by the arbitrator, the arbitrator shall have power to proceed with the arbitration and to deliver an award.
- 10.7 No party shall be entitled to commence or maintain any proceedings in any Court with respect to such dispute or difference unless and until the arbitrator shall have published his final award and then only to recover the sum payable in accordance with that award.

11 RELEASE OF LIABILITY

- 11.1 The Athlete acknowledges that there are significant risks involved in all aspects of physical training as part of the Program, including but not limited to:
 - 11.1.1 falls which can result in serious injury or death;
 - 11.1.2 injury or death due to negligence on the part of the Athlete and other participants in the Program; and
 - 11.1.3 injury or death due to improper use or failure of equipment.
- 11.2 Subject to clause 7, the Athlete assumes full responsibility for the risks that the Athlete is exposed to during the Program and accepts full responsibility for any injury or death that may result from participation in the Program.
- 11.3 The Athlete accepts full responsibility for any injury or loss which may be suffered by any other participant in the Program caused by the Athlete's negligence.

12 INDEMNITY

The Athlete agrees to:

- 12.1 indemnify and hold harmless WAIS to the full extent allowed by the law from all claims and demands of every kind including, but not limited to negligence and breach of contract arising from or in conjunction with any damage, injury or loss which may be suffered by the Athlete during the Term howsoever caused, save as specified in Clause 7 hereof; and

- 12.2 irrevocably releases WAIS, to the full extent allowed by law, from all claims and demands of every kind including, but not limited to negligence and breach of contract arising from or in conjunction with any damage, injury or loss which may be suffered by the Athlete during the Term howsoever caused, save as specified in Clause 7 hereof.

13 DEFAULT AND TERMINATION

- 13.1 This Agreement may be terminated or the services or support provided by WAIS pursuant to this Agreement may be suspended in whole or in part for such period as the Executive Director determines:

13.1.1 Athlete breach

If the Athlete is in breach of any of his/her obligations under this Agreement and the breach continues for a period of twenty-eight (28) days after notice in writing by WAIS to the Athlete requiring the breach to be remedied.

13.1.2 Misconduct

If the Athlete engages in misconduct and such misconduct continues for a period of twenty-eight (28) days after notice in writing by WAIS to the Athlete requiring the misconduct to cease.

12.2 WAIS Breach

The Athlete may terminate the Agreement if WAIS is in breach of any of its obligations hereunder and the breach continues for a period of twenty-eight (28) days after notice in writing by the Athlete to WAIS requiring the breach to be remedied.

12.3 Consent

This Agreement may be terminated by any party with the written consent of the other.

13 SUMMARY SUSPENSION/TERMINATION

This Agreement may be immediately terminated or the services and support provided by WAIS pursuant to this Agreement may be suspended in whole or in part for such period as the Executive Director determines without notice if in the reasonable opinion of the Executive Director of WAIS the Athlete has:

- 13.1 failed to comply with WAIS' Anti-Doping Policy; or
- 13.2 been guilty of misconduct or such conduct which, in the reasonable opinion of WAIS and the Association, may injure the reputation of WAIS, the Association or the Sport; or
- 13.3 disobeyed any reasonable lawful request by WAIS, the Association or the Coach in relation to the carrying out of the Program; or
- 13.4 participated in any activity or used any substance prohibited by law.

14 NOTICES

- 14.1 Address

All notices and statements to be given in accordance with this Agreement shall be given to the
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recipient and to the Association, at its or his/her address (postal, email or facsimile) set out in this Agreement or such other address as it or he/she may from time to time notify.

14.2 Method

Any notice or statement shall be deemed to have been duly given, made or received:

14.2.1 twenty-four (24) hours after being deposited in the mail with postage pre-paid;

14.2.2 when delivered by hand; or

14.2.3 if sent by facsimile transmission, upon receipt of a facsimile transmission report from the send machine showing the transaction as complete.

14.2.4 if sent by email, once the email enters the information system for the recipient's email address.

15 WAIVER

A waiver by any party of any of the provisions of this Agreement in any one case shall not be deemed or construed to be a waiver of such provision for the future or for any other subsequent breach thereof.

16 ENTIRE AGREEMENT

All of the terms of the agreement between the parties are comprised in the letter from WAIS to the Athlete notifying the Athlete of the grant of the WAIS Scholarship, the WAIS Athlete Agreement, the WAIS Athlete Agreement Terms and Conditions the WAIS' Anti-Doping Policy, the WAIS Athlete Code of Conduct, the WAIS Anti-Match Fixing Policy; the WAIS Supplements Policy; and the WAIS Athletes Protection Policy. Each party acknowledges that no representation has been relied upon in entering into this Agreement which has not been referred to herein and the terms hereof shall not be varied except by an instrument in writing signed by each of the parties hereto.

17 LAW

This Agreement shall be governed by the laws of the state of Western Australia (and to the extent, if any, affected by the Trade Practices Act 1974 (Cth) or any amendment thereto). The provisions herein contained prohibited by or void under such law, as so affected, shall be ineffective to the extent of such prohibition or as so void without invalidating the remaining provisions hereof and this Agreement shall be construed so that it shall operate in all respects to the maximum extent it can validly do so.

18 DEFINITIONS AND INTERPRETATION

In this Agreement the following expressions where the context so permits shall have the following meanings:

18.1 words importing the singular shall include the plural and vice versa;

18.2 words importing the first person singular shall include the third person singular and vice versa;

18.3 words importing any gender shall include each other gender;

18.4 words referring to any body corporate shall include also its permitted transferees, successors and assigns;

- 18.5 **'Athlete'** means 'Scholarship holder', a person offered support by WAIS and under the terms of this Agreement;
- 18.6 **'Agreement'** means the agreement comprised by letter from WAIS to the Athlete notifying the Athlete of the grant of the WAIS Scholarship, the WAIS Athlete Agreement, these Terms and Conditions, the WAIS Anti-doping Policy, the WAIS Athlete Code of Conduct, the WAIS Anti-match Affixing Policy, the WAIS Supplements Policy, and the WAIS Athlete's Protection Policy;
- 18.7 **'Association'** means the Association described in the WAIS Athlete Agreement;
- 18.8 **'Coach'** means the person or persons specified in the Program as the Coach of the Athlete;
- 18.9 **"Condition"** means any illness, injury or physical or mental condition;
- 18.10 **Clinical Gap Payment Schedule** means the schedule developed by WAIS for determining the level of payment for medical services received by athletes;
- 18.11 **Duly Authorised Officers'** are the Executive Director, Athlete and Coach Services Manager and Director of Coaching authorised to sign the Athlete Agreement on WAIS's behalf;
- 18.12 **'Executive Director'** means the person designated as such by WAIS from time to time and specified in Schedule 1 or any person designated by the Executive Director to act on his/her behalf;
- 18.13 **"GST"** means any goods and services tax, value added tax, retail turnover tax, consumption tax, or any similar tax, impost or duty introduced or charged by the GST Act or any other statute of the Commonwealth of Australia or any state or territory of Australia, which is or may be levied or becomes payable in connection with the supply of the services or benefits under this agreement;
- 18.14 **"GST Act"** means A New Tax System (Goods and Services Tax) Act 1999 as amended;
- 18.15 **"GST Amount"** means the amount of GST which is payable on the services or benefits provided under this Agreement or any part thereof, or any amount of GST WAIS is liable to pay in connection with this Agreement;
- 18.16 **"Health Care Provider"** means and includes doctors, specialists, consultants, psychologists, physiotherapists and other therapists or practitioners who provide services related to physical and mental health;
- 18.17 **"Personal Information"** means information or an opinion, whether true or not, and whether recorded in a material form or not, about the Athlete or from which the Athlete could be reasonably identified.
- 18.18 **'Program'** means the program identified in the letter from WAIS to the Athlete notifying the Athlete of the grant of the WAIS Scholarship.
- 18.19 **'Director of Coaching'** means the person designated as such by WAIS or such other person as WAIS may from time to time appoint;
- 18.20 **'Scholarship Amount'** means the amount (if any) agreed to be paid to the Athlete;
- 18.21 **'Sponsors'** means any persons, corporations or entities designated as such by WAIS and who make a contribution to WAIS including those mentioned in the Schedule;

- 18.22 **'Sport'** means the sport defined in the WAIS Athlete Agreement;
- 18.23 **'Training Session'** means any period at any venue appointed by the Coach, Institute or the Association and where the Athlete is required to attend for the purpose of practising, training or preparing for the Sport;
- 18.24 **'WAIS' Anti-Doping Policy'** means the doping policy available on the internet at www.wais.org.au; and
- 18.25 **'WAIS' Chief Medical Officer'** means a duly qualified medical practitioner designated by WAIS to be WAIS' Chief Medical Officer;