

MODERN PENTATHLON AUSTRALIA

ATHLETE AGREEMENT

NOMINATION FOR ATHLETE CATEGORISATION

AND

NOMINATION FOR SELECTION TO NATIONAL TEAM

Modern Pentathlon Australia and the Participant agree to the terms and conditions of this Agreement. This Agreement comprises:

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

Part 1 – Specific Terms

MPA	Modern Pentathlon Australia Inc. Address: Sports House, 275 Albert Road, Albert Park Vic 320 Email: exec@modernpentathlon.org.au
Participant	Means you, the Participant who is nominating for membership of the 2024 Australian Modern Pentathlon Team(s) and whose personal details were entered on the nomination form that corresponds with this Participant Agreement.
MPA Policies	<p>Under clause # of this Agreement, the Participant is required to comply with the “MPA Policies”.</p> <p>The MPA Policies are the policies, by-laws and rules of MPA as in force from time to time, including:</p> <ul style="list-style-type: none"><input type="checkbox"/> National Integrity Framework<input type="checkbox"/> Member Protection Policy (including role-specific codes of conduct)*<input type="checkbox"/> Child Safeguarding Children and Young People Policy*<input type="checkbox"/> Anti-Doping Policy*<input type="checkbox"/> Competition Manipulation and Sport Gambling Policy*<input type="checkbox"/> Complaints, Disputes & Discipline Policy*<input type="checkbox"/> Improper Use of Drugs and Medicine Policy<input type="checkbox"/> Code of Conduct<input type="checkbox"/> Conduct and Disciplinary Policy<input type="checkbox"/> Review and Appeals Policy<input type="checkbox"/> National Selection and Selection Appeals Policies<input type="checkbox"/> Social Media Policy<input type="checkbox"/> Athlete Categorisation Nomination Guidelines

	<input type="checkbox"/> Privacy Policy and other Policies as notified by MPA from time to time. * <i>Whole of Sport Policies</i>
Commencement Date	The date of submission of the Participant's Nomination Form or the date the Participant first competes at an MPA event in the 2023/2024 season (whichever is the earlier), but in any event no later than 31 May 2024.
End Date	31 December 2024

Acknowledgements (Participant aged 18 years or over)

I accept this Agreement is for my benefit and that of the MPA team, and I agree to be bound by it. I have read and fully understand this Agreement, and I agree to the terms, conditions and acknowledgements within it, comprising the Specific Terms (Part 1) and the Standard Terms (Part 2).

Acknowledgements (Participant aged under 18 years)

I am the Participant's parent and/or legal guardian. I accept this Agreement is for the benefit of the Participant and confirm the Participant agrees to be bound by it. On behalf of the Participant, I have read and fully understand this Agreement, and I agree to the terms, conditions and acknowledgements within it, comprising the Specific Terms (Part 1) and the Standard Terms (Part 2).

Name of Participant	
Signature of Participant	
Date	
Name of Participant's parent and/ or legal guardian	
Signature of parent or legal guardian	
Date	

Part 2 – Standard Terms

1. Definitions and interpretation

1.1 Definitions

In this Agreement (unless the context otherwise requires):

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

AIS means the Australian Institute of Sport.

Anti-Doping Policy means the Anti-Doping Policy approved and adopted by MPA as amended or replaced from time to time.

AOC means the Australian Olympic Committee.

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

Athlete Agreement means an agreement entered into by an Athlete with a national body (such as, for example, the AOC) or a state body (such as, for example, a Member Association or state institute or academy of sport).

Athletes means athletes participating in any of the Sports.

Athlete Categorisation means the process of grading Athletes conducted by MPA in conjunction with the AIS, in accordance with the Athlete Categorisation Nomination Guidelines.

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

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

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

Competition Rules means the UIPM Competition Rules and Regulations as amended or replaced from time to time, includes all schedules, annexures, appendices and attachments to it. For MPA endorsed events, it also includes any local rules which apply to that event.

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

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

Event means any Category A, Category B or Category C Event, as defined in MPA's National Selection Policy for which the Participant has nominated for selection or been selected.

Event Governing Body means the governing body or bodies having responsibility or jurisdiction in relation to the conduct of or participation at the Event, and includes without limitation MPA, UIPM, the IOC, the AOC, and WADA.

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

Intellectual Property Rights include, all current and future registered and unregistered rights subsisting in patents, copyright, trademarks, trade names, logos, designs, images (including photographs, video and film), service marks or performance rights.

IOC means the International Olympic Committee.

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

MPA means Modern Pentathlon Australia Inc. ABN 37 679 275 215.

MPA Functions means functions organised or supported by MPA.

MPA Policies means the policies, codes, by-laws and rules of MPA as in force from time to time including those referred to in the Specific Terms, and includes the MPA Team Code.

MPA Premises means any premises where work is carried out for MPA's business, including all office space, athlete facilities, gymnasiums and amenities.

MPA Website means www.modernpentathlon.org.au, and/or any other official website of MPA.

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

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

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

Officials includes support staff and coaches.

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

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

Pathways and Performance Director means the person appointed from time to time as the Pathways and Performance Director (or equivalent) of MPA, or an authorised delegate or nominee of the person holding that position.

President means the President for the time being of MPA, and includes any person nominated by the President as their delegate for the purposes of this Agreement.

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

Selection Policy means the selection policy as amended from time to time and includes the appendices and the Event Requirements.

Specific Terms means the specific terms section of this Agreement.

Sport means modern pentathlon, and includes the sub-sports of laser run, biathlon, triathlon and tetraathlon.

Standard Terms means the standard terms section of this Agreement.

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

UIPM means the Union Internationale de Pentathlon Moderne.

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

1.2 Interpretation

In this agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) a reference to time is to the time in Melbourne, Victoria;
- (c) a reference to a party is to a party to this agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (d) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

- (e) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (f) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions; and
- (g) a reference to any legislation or statutory instrument or regulation is construed in accordance with the *Acts Interpretation Act 1901* (Cth) or the equivalent State or Territory legislation, as applicable.

1.2 Headings

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

2. Introduction

2.1 Application

This Agreement applies to and binds MPA and the Participant.

2.2 Minors

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

2.3 Authority to enter into this Agreement

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

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

2.4 Advice in relation to this Agreement

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

2.5 Term of the Agreement

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

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

3. Participant's undertakings

3.1 Compliance with this Agreement, MPA policies and directions

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

- (a) this Agreement;
- (b) the MPA Policies;
- (c) the Event Requirements for the Event;
- (d) the policies and by-laws of the Event Governing Body;
- (e) the requirements of the World Anti-Doping Agency (WADA) and Sport Integrity Australia (SIA);
- (f) all reasonable directions of MPA including those of the President and any Coach;
- (g) the MPA Team Code (as attached at Annexure A); and
- (h) the Competition Rules.

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

3.2 Athlete Categorisation

The Participant represents and agrees that:

- (a) the Participant will, during the Term of this Agreement, make himself or herself available for Athlete Categorisation;
- (b) the Participant will, if categorised into a category as a result of Athlete Categorisation:
 - (i) work towards the attainment of their full potential in the Sport;
 - (ii) maintain a lifestyle conducive to sporting excellence; and
 - (iii) demonstrate consistency and self-discipline in and out of training sessions, showing the desire and intention to perform at an elite level and achieve top international performances in competition;
- (c) the nature of the relationship between the Participant and MPA may necessitate involvement on nights, weekdays, weekends and public holidays;
- (d) if the Participant is a Minor, the Participant's involvement on nights, weekdays, weekends and public holidays is expressly permitted by the parent or guardian executing this Agreement for and on behalf of the Participant; and
- (e) the Participant will sign, execute or otherwise deal with any document which may be necessary to give effect to Categorisation and this clause 3.2 including for example a training agreement with a State Institute or Academy of Sport.

3.3 Selection for representative teams

The Participant represents and agrees that:

- (a) the Participant will not represent any other country during the Term of this Agreement;
- (b) the Participant will compete in whatever age category the Participant is selected in for the Event(s) for which the Participant seeks selection;
- (c) the Participant will travel to required international competitions for the required durations as directed by MPA;
- (d) the Participant will wear, at the request of MPA including the President or any Coach, any uniform of MPA or its sponsors; and
- (e) the Participant will travel to and depart from any competition approved by MPA upon the dates and in the manner determined by MPA.

3.4 Citizenship

The Participant represents and agrees that:

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

3.5 National Team Selection

The Participant acknowledges and agrees that:

- (a) the Participant will willingly comply with all reasonable requests of National Selectors, and management, coaches and officials of MPA;
- (b) the Participant will participate to the best of his or her ability in all selection activities to ensure fair outcomes from the trial process;
- (c) at times during any selection trial there may be unavoidable delays as a result of the decision making process;
- (d) if selected to a National Team, the Participant:
 - (i) will be required to travel internationally; and
 - (ii) will be required to bear all costs associated with their travel and participation in competition, including the costs of uniforms, visas, airfares, accommodation, transfers, meals, accreditation fees, entry fees and administration fees (except to the extent that MPA, in its absolute discretion, agrees to contribute to those costs);
- (e) if selected to a National Team to be accompanied by a team manager or team coach appointed by MPA, may be required to contribute to the cost of sending that team manager and/or team coach; and
- (f) without limiting paragraph (e), if selected to a National Team and wishing to be accompanied by his or her own individual coach(es), will be required to:
 - (i) obtain MPA's prior permission (noting the number of coaches permitted on the field of play at most Events is limited); and
 - (ii) bear all costs associated with the coach(es)' travel and participation in competition (except to the extent that MPA, in its absolute discretion, agrees to contribute to those costs).

3.6 Existing and subsequent Athlete Agreements

The Participant acknowledges and agrees that:

- (a) on or before signing or accepting this Agreement, the Participant is required to fully disclose in writing in the Specific Terms or otherwise in writing to MPA as directed, details of any existing Athlete Agreements to which the Participant is a party;
- (b) unless otherwise indicated in the disclosure made pursuant to clause 3.8(a), the terms of any such Athlete Agreements are not inconsistent with and do not conflict with the Participant's obligations under this Agreement and the terms of this Agreement shall take precedence; and
- (c) the Participant will not enter into any further Athlete Agreement without the consent of MPA, which consent will not be unreasonably withheld when it does not in MPA's view interfere or adversely affect the Participant's obligations under this Agreement or the MPA Policies.

4. Behaviour and conduct

4.1 Declaration of undertaking and acknowledgement

The Participant undertakes, acknowledges and declares as follows:

- (a) the Participant is or wishes to become a participating athlete, coach, or official of MPA and acknowledges that no athlete, coach or official of an Australian Modern Pentathlon Team should engage at any time in conduct (whether publicly known or not), which brings or would have the tendency to bring the Participant or the Sport into disrepute or censure, or which is or would be inconsistent with, contrary to or prejudicial to the best interests, image or values of MPA, or as a result of which the Participant's membership would not be in the best interests of a National Squad or National Team;
- (b) the Participant has not at any time breached any applicable anti-doping rule or policy, including the WADA Code, the MPA Anti-Doping Policy and the anti-doping rules and policies of applicable Anti-Doping Organisations and International Federations;
- (c) the Participant will observe the policies of MPA and any governing body of which MPA is a member or whose policy MPA endorses, including the key policies identified in Part 1 of this Agreement;
- (d) without limiting paragraph (c), the Participant has not breached, nor is the Participant aware of any ongoing investigation of any alleged breach by the Participant of any of the Anti-Doping and Member Protection Policies and the Participant is not aware of any conduct on the Participant's part which would support a charge or investigation based on the principles or requirements of the Anti-Doping and Member Protection Policies (as they have applied from time to time);
- (e) the Participant has and will continue to honestly and fully disclose information to MPA concerning any conduct that might be in breach of the Participant's undertakings and acknowledgements in this clause 4;
- (f) the Participant accepts that MPA is entitled to undertake measures in the event that any breach of this clause 4 or any of the policies referred to in this clause 4 is alleged or established, including the suspension of the Participant's duties or membership of any National Squad or National Team whilst MPA undertakes an investigation, and the imposition of further remedies and sanctions as appropriate; and
- (g) the Participant agrees to willingly complete any educational programs relating to the MPA Policies or MPA Rules, as directed by MPA.

5. Privacy

5.1 Participant's consent

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

5.2 Third parties

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

5.3 Privacy Act

Notwithstanding this clause 6, MPA will comply with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles in that Act.

6. Direct Athlete Support and Other Athlete Support

6.1 Discretion of MPA

The Participant acknowledges and agrees that MPA at its discretion, during the Term of this Agreement, may, in accordance with this clause 7:

- (a) pay to the Participant direct financial support (Direct Athlete Support or DAS) or provide other non-monetary athlete support and benefits such as access to training camps, strength & conditioning training, medical support, nutritional support and other assistance (**Other Athlete Support**);
- (b) determine the amount of DAS payable or Other Athlete Support provided to the Participant (if any);
- (c) vary or reduce the amount of DAS payable or Other Athlete Support provided to the Participant (if any) from time to time;
- (d) withdraw at any time DAS payable or Other Athlete Support provided to the Participant (if any) in whole or in part; and
- (e) suspend, vary, reduce or withhold DAS payable or Other Athlete Support provided to the Participant (if any) in accordance with clause 9 of this Agreement.

6.2 Categorised Athlete Support

- (a) The Participant acknowledges and agrees that being categorised into a category as a result of Athlete Categorisation will not of itself entitle the Participant to DAS, although the Participant may be provided with Other Athlete Support appropriate to their Categorisation to assist the Participant to achieve the Participant Undertakings at clause 3.2 of this Agreement.
- (b) The Participant agrees to indemnify MPA against all claims and demands, including legal costs, that may be brought or made by the Australian Taxation Office arising out of or as a consequence of payment by MPA of DAS to the Participant.

7. Public relations, MPA Functions, sponsorship and Intellectual Property Rights

7.1 Public relations and MPA Functions

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

7.2 Fees and expenses

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

7.3 Commercial Arrangements

- (a) MPA may enter into Commercial Arrangements in various business categories from time to time and will notify the Participant in the event of any such Commercial Arrangements being entered into.
- (b) The Participant acknowledges and agrees that:
 - (i) during the Term of this Agreement, the Participant shall not enter into any Commercial Agreements within any business category notified under clause 8.3(a), unless approved in advance or in writing by MPA's President;
 - (ii) during the Term of this Agreement, the Participant is required to comply with the requirements of any Commercial Arrangements (which include

sponsorships, endorsements, appearances or similar commercial arrangements) entered into by MPA;

- (iii) on or before the date notified by MPA, the Participant is required to fully disclose in writing in the Specific Terms or otherwise in writing to MPA as directed, details of any existing Commercial Arrangements to which the Participant is a party, including details of the other parties and any provisions that may conflict with the Participant's obligations under this Agreement;
- (iv) unless otherwise indicated in the disclosure made pursuant to clause 8.3(d), the terms of any Commercial Arrangements to which he or she is a party are not inconsistent with and do not conflict with the Participant's obligation in clause 8.3(c) of this Agreement or any other provision of this Agreement, and that the Participant's obligation as provided in clause 8.3(c) of this Agreement shall take precedence; and
- (v) during the Term of this Agreement, he or she will not enter into any Commercial Arrangements or public relations, media or promotional activities without the prior written consent of MPA, which consent will not be unreasonably withheld when it does not in MPA's view interfere or adversely affect the Participant's obligation in clause 8.3(c) or any other provision of this Agreement.

7.4 Consent

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

7.5 Intellectual Property Rights

The Participant acknowledges and agrees that:

- (a) the Participant will not infringe any of MPA's Intellectual Property Rights;
- (b) unless otherwise agreed with MPA, ownership of all intellectual property rights created by the Participant under or in connection with this Agreement vest, on their creation, in MPA; and
- (c) the Participant will sign, execute or otherwise deal with any document which may be necessary to give effect to this clause 8.5.

7.6 Media and public statements

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

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

8. Disciplinary issues and termination of the Agreement

8.1 Disciplinary offences

The Participant acknowledges and agrees that, if:

- (a) the Participant breaches the terms and conditions of this Agreement;
- (b) the Participant breaches the terms and conditions of any of the MPA Policies;

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

MPA may take action against the Participant in accordance with clause 9.2.

8.2 Disciplinary action

The Participant acknowledges and agrees that, if MPA takes action against the Participant pursuant to clause 9.1 then MPA may, in addition to taking disciplinary action in accordance with the MPA Behaviour and Discipline Policy, at its discretion do any one or more of the following:

- (a) issue any specific direction(s) to the Participant relevant to his or her conduct that MPA considers appropriate in the circumstances, including directing the Participant to make a verbal or written apology privately or in public in a media conference;
- (b) exclude or suspend the Participant from participating in particular activities and/or events organised or supported by MPA;
- (c) remove the Participant from a National Team and/or National Squad in accordance with the Selection Policy;
- (d) terminate this Agreement with immediate effect by giving the Participant written notice;
- (e) suspend DAS paid to the Participant under this Agreement (if any), in whole or in part, for a period determined by MPA, by giving the Participant written notice setting out the affected DAS and the period of suspension;
- (f) vary or reduce the DAS paid to the Participant under this Agreement (if any) by giving the Participant written notice setting out the variation or reduction;
- (g) suspend any Other Athlete Support privileges, benefits or support (for example, access to strength & conditioning training and/or use of equipment) provided to the Participant under this Agreement (if any), in whole or in part, for a period determined by MPA, by giving the Participant written notice setting out the affected privileges, benefits or support and the period of suspension;
- (h) vary or reduce any Other Athlete Support privileges, benefits or support provided to the Participant under this Agreement (if any) by giving the Participant written notice setting out the variation or reduction; and/or
- (i) withhold money otherwise payable to the Participant under this Agreement, or require the Participant to repay to MPA the whole or part of any money previously paid to the Participant under this Agreement, or require the Participant to repay to MPA the cost to MPA of DAS paid to the Participant under this Agreement (if any) as determined by MPA.

If requested by MPA, the Participant agrees to provide MPA with any information reasonably necessary for MPA to investigate and enforce the MPA Rules and MPA Policies, and to investigate and take any disciplinary action in accordance with clause 9.2.

8.3 Repayment by Participant

If, in accordance with clause 9.2(f), MPA requires the Participant to repay:

- (a) money previously paid to the Participant under this Agreement; or
- (b) the cost to MPA of DAS paid to the Participant under this Agreement,

MPA will give the Participant a written notice setting out the amount payable by the Participant and that amount will be a debt due and payable by the Participant to MPA that may be enforced by MPA.

8.4 Termination or variation without cause

The Participant acknowledges and agrees that, notwithstanding any other provision of this Agreement, MPA may, at its discretion:

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

For the avoidance of doubt, MPA will be required to give reasons for taking action under this clause 9.4.

8.5 Termination by the Participant

The Participant acknowledges and agrees that:

- (a) he or she may terminate this Agreement by giving 28 days prior written notice to the President or to any person authorised by the President for such purpose, setting out the Participant's reasons for terminating the Agreement;
- (b) if, in the President's reasonable opinion (or as the case may be the reasonable opinion of a person duly authorised by the President), the Participant does not have reasonable grounds for terminating this Agreement, MPA may require the Participant to repay to MPA money previously paid to the Participant under this Agreement, or repay the cost to MPA of DAS paid to the Participant under this Agreement (if any) as determined by MPA; and
- (c) if MPA requires the Participant to repay money previously paid to the Participant under this Agreement, or repay the cost to MPA of DAS paid to the Participant under this Agreement (if any), MPA will give the Participant written notice setting out the amount payable by the Participant and that amount will be a debt due and payable by the Participant to MPA that may be enforced by MPA.

9. Survival

The Participant acknowledges and agrees that clauses 3, 4, 5, 6, 8, 9, 10 and 13 of this Agreement will survive its termination or expiry.

10. Liability of MPA

10.1 Release

The Participant agrees to release:

- (a) MPA, its officers, employees, agents and contractors from and against any liability to the Participant for any injury or illness including death that the Participant may suffer (except to the extent that the injury or illness was contributed to by the negligent act or omission of MPA or its employees); and

- (b) MPA, its officers, employees, agents and contractors from and against any liability to the Participant for any loss of or damage to the Participant's property or to property for which the Participant is responsible in connection with this Agreement.

10.2 Indemnity

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

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

10.3 No requirement to incur expenses

MPA need not incur expense or make payment before enforcing its right of indemnity under this Part 10.

11. Work Health and Safety

11.1 General obligations

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

11.2 Notifying MPA

The Participant must notify MPA as soon as practicable of any:

- (a) concern the Participant has regarding work health and safety in relation to the MPA Premises; and
- (b) incident that occurs during the Term which causes, or has the potential to cause, a risk to the health and safety of any person.

12. Varying this Agreement

12.1 Variation by MPA

The Participant acknowledges and agrees that:

- (a) MPA may vary this Agreement by giving the Participant written notice no less than 28 days before the date that the variation will take effect; and
- (b) the Participant may exercise his or her right to terminate this Agreement in accordance with clause 9.5 at any time during the 28 days before the variation takes effect.

12.2 Variation by agreement

Subject to clause 12.1, this Agreement may only be varied by agreement in writing between MPA and the Participant.

12.3 Hand amendments

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

13. General

13.1 Severability

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

13.2 No employment, agency or partnership relationship

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

13.3 Assignment

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

13.4 Waiver

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

- (a) to claim damages for breach of that obligation; and
- (b) at any other time to require performance of that or any other obligation under this Agreement,

unless written notice to that effect is given by MPA.

13.5 Notice

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

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

13.6 Notification of Amendment to MPA Policies

Where in these Standard Terms MPA may give notification of MPA Policies and amendments to MPA Policies via the MPA Website, MPA may also where practicable, give the notification to the Participant by e-mail, where the Participant has provided an e-mail address to MPA.

However, the MPA Policies and any amendment to MPA Policies shall apply to the Participant following notification on the MPA Website or notification to the Participant via email (whichever is the earlier). The change or addition to an MPA Policy, or the MPA Team Code, will take effect one day after such notification or on the date specified in the change or addition (whichever is the later).

14. **Governing law**

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

MPA Team Code

(Team Conduct and Ethical Behaviour)

1. INTRODUCTION

Modern pentathlon is one of Australia's oldest and most respected sports. Its history of success has been underpinned by the generations of Australian pentathletes who have competed fiercely on the playing arena, across many varying iterations of the sport, whilst exhibiting sportsmanship and good character: traits that we want to embody as the trademark of the Australian Modern Pentathlon Team (the **Team**).

The discipline and high standards required to excel at the Sport reflect the values that are intrinsic to the sport – teamwork, determination, tradition, fairness, integrity, respect and responsibility.

2. OUR COMMITMENT

Modern Pentathlon Australia (**MPA**) is committed to upholding the integrity of Australian Modern Pentathlon and the Australian Modern Pentathlon Team. Consistent with this commitment to integrity, the Modern Pentathlon Australia Team aspires to observe the highest standards of conduct. Athletes, coaches and officials who have earned the honour of representing Australia must continue to uphold these values, be exemplary role models for others in our sport and avoid any conduct in or out of uniform, on or off the playing field, that would bring ourselves, the sport, MPA or Australia into disrepute.

3. APPROPRIATE CONDUCT

All members of Australian Modern Pentathlon Teams will, at all times, conduct themselves in an appropriate manner that reflects the values, traditions and reputations of the sport.

In particular, we will adhere to the following principles:

RESPECT

- We show courtesy, respect and empathy to all teammates, MPA employees, officials, managers, coaches, media and members of the public.
- We act honestly and in the best interests of MPA and the Team.
- We refrain from publicly criticising our teammates and coaches.
- We do not engage in any form of harassment, bullying or discrimination. We speak up if we feel others are being harassed, bullied or discriminated against.
- We show respect to our opponents, athletes and coaches, both in victory and in defeat. This includes attending medal presentation ceremonies, even if we are not on the podium.
- We are respectful to event judges, volunteers and officials, accepting their decisions and using the formal protest and appeal process where there is disagreement.
- We respect facilities and equipment provided for our use and ensure they remain in proper condition.
- When not wearing full team uniform, we show respect to our host federations by dressing appropriately to the customs applicable in their country.
- We respect and continue to develop upon the proud tradition of the Modern Pentathlon Australia Team. We represent Australia, and wear the Australian team uniform, with pride and care.

RESPONSIBILITY

- We recognize that we are role models and must meet a higher standard of behaviour than the general public. We uphold the high standards of the Australian Modern Pentathlon Team.
- We act with care and diligence and in a manner that is conducive to high performance, the health and safety of ourselves and of our fellow team members, MPA employees, officials, volunteers and spectators, at all times.
- We do not possess, traffic in, or consume illegal drugs at any time.
- We do not engage at any time in conduct (whether publicly known or not), which brings or would have the tendency to bring the Sport into disrepute or censure, or which is or would be inconsistent with, contrary to or prejudicial to the best interests, images of values of MPA.
- We do not use profane, insulting or otherwise offensive language or gestures.
- If of legal age, we consume alcohol responsibly. We acknowledge that excessive consumption of alcohol that causes insulting or disruptive behaviour is not consistent with the high standards of the Australian Modern Pentathlon Team.
- We encourage adherence to this Code of Conduct and Behaviour by our colleagues and team mates.

COMPLIANCE

- We abide by all applicable anti-doping rules and policies.
- We abide by and observe the policies of MPA and any governing body of which MPA is a member or whose policies MPA endorses, including:
 - the Anti-Doping Policy
 - the Member Protection Policy
 - the Safeguarding Children and Young People Policy
 - the National Integrity Framework
 - the Complaints Disputes & Discipline Policy
 - the Competition Manipulation and Sport Gambling Policy
 - the Improper Use of Drugs and Medicine Policy
- We do not commit any offence which may be punishable by imprisonment.
- We obey the laws of Australia and the countries of competition, including with regard to the use of alcohol and drugs.
- We honour the letter and spirit of the Rules and Regulations of Competition.

4. UNACCEPTABLE BEHAVIOUR AND DISCIPLINE

We understand that any conduct which does not accord with this MPA Team Code is unacceptable and may damage the reputation, integrity and respect that our sport has earned.

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

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

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

investigate and take disciplinary action against any member of the Modern Pentathlon Australian Team for breaching any policy of MPA including, without limitation, this MPA Team Code and the MPA Behaviour and Discipline Policy.