

# Memorandum of Understanding

Play by the Rules

2021-2022

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The parties are as listed in Schedule 1

# Details

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## Date

This MOU is dated the latest date set out on the signing page.

## Parties

The parties are as listed in Schedule 1

## Background

- A 'Play by the Rules' (**PBTR**) is a platform that provides information, resources, media campaigns and online learning about issues that impact on safe, fair and inclusive sport.
- B PBTR was developed as the result of collaboration and cooperation between the Australian Sports Commission (ASC), Australian Human Rights Commission and all state and territory agencies responsible for sport and recreation, equal opportunity and anti-discrimination. PBTR has been governed by previous memoranda of understanding between those parties since 2 December 2008.
- C Following the recommendations of the Wood Review of Australia's Sport Integrity Arrangements, the management of the Australian Government's primary contribution to PBTR was transferred from ASC to Sport Integrity Australia on 1 July 2020.
- C The Parties wish to further the development of PBTR, with the aim of helping create safe, fair and inclusive environments in sport and recreation through their coordination of program, policy and resource development and the delivery of consistent messages.
- D The Parties agree that the future development of PBTR will be managed in accordance with the terms of this MOU.

# Agreed terms

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## 1. Defined terms and interpretation

### 1.1 Defined terms

In this MOU:

**ACHRA** means the Australian Council of Human Rights Authorities, which is comprised of the Commissioners/Presidents of the Federal, State and Territory Equal Opportunity and Anti-Discrimination agencies.

**Budget** means the annual budget for PBTR approved by the Management Committee.

**Business Day** means a day on which banks are open for general banking business in the Australian Capital Territory.

**Co-Chairs** has the meaning given in clause 5.2.

**Commencement Date** means 1 July 2020.

**Confidential Information** of a Party means information that:

- (a) is by its nature confidential;
- (b) is designated by that Party as confidential; or
- (c) the other Party knows or ought to know is confidential,

but does not include information that:

- (d) is or becomes public knowledge other than by breach of this MOU or any other confidentiality obligation; or
- (e) has been independently developed or acquired by another Party.

**Contributions** mean the cash, assets, equipment, facilities and other in-kind contributions to be provided by a Party for the purposes of this MOU as specified in Schedule 4.

**Manager** has the meaning given in clause 5.5.

**Expiry Date** means 30 June 2022.

**Intellectual Property** means copyright, all rights in relation to inventions (including patents), registered and unregistered trade marks (including service marks), registered and unregistered designs, circuit layouts, and any other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**Management Committee** has the meaning given in clause 5.2.

**MOU** means this Memorandum of Understanding, which supercedes the Previous MOUs.

**Parties** means the parties to this MOU set out in Schedule 1.

**PBTR** means the 'Play by the Rules' platform described in Recital A.

**PBTR Objectives** has the meaning given in clause 3.

**Previous MOUs** means the memoranda of understanding regarding PBTR, the first of which commenced on 2 December 2008 and latest of which expired on 30 June 2021.

**Reference Group** has the meaning given in clause 5.3.

**Term** means the period specified in clause 2.

## 1.2 Interpretation

In this MOU, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this MOU, and a reference to this MOU includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (f) a reference to time is to Canberra, Australia time;
- (g) a reference to a party is to a party to this MOU, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) 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;
- (j) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (k) any agreement, representation, warranty or indemnity by two or more Parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (l) any agreement, representation, warranty or indemnity in favour of two or more Parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (m) a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this MOU or any part of it; and

- (n) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

### 1.3 Headings

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

## 2. Term

The term of this MOU commences on the Commencement Date and expires on the Expiry Date.

## 3. PBTR Objectives

The objectives of PBTR (**PBTR Objectives**) are to:

- (a) deliver education and training that supports environments that are safe, fair and inclusive for sport and recreation;
- (b) harness networks to deliver messages that promote and support environments that are safe, fair and inclusive for sport and recreation, and
- (c) deliver resources that support environments that are safe, fair and inclusive for sport and recreation.

## 4. General Obligations

### 4.1 Cooperation and collaboration

Each Party agrees to:

- (a) act reasonably in performing their obligations and exercising their rights under this MOU;
- (b) diligently perform their respective obligations under this MOU; and
- (c) work together with the other Parties for the purpose of the PBTR Objectives in a collaborative manner.

### 4.2 Promotion

The Parties agree to, where reasonably possible, promote PBTR to their constituents through their networks, seminars, programs and media opportunities.

## 5. Management and Operation

### 5.1 General

The Parties through the Management Committee will manage and operate PBTR:

- (a) using their best endeavours to achieve the PBTR Objectives; and

- (b) in accordance with this MOU, and the Budget and strategy approved by the Management Committee.

## 5.2 Management Committee

- (a) The Parties will form and maintain a national management committee (**Management Committee**) to perform high level management functions for PBTR.
- (b) The Management Committee led by three Co-Chairs (**Co-Chairs**) will perform functions and operate in accordance with item 0 of Schedule 2.

## 5.3 Reference Group

- (a) The Parties will form and maintain a reference group (**Reference Group**) to contribute information and ideas to help improve PBTR.
- (b) The Reference Group will perform functions and operate in accordance with item 2 of Schedule 2.

## 5.4 Role of Sport Integrity Australia

As part of its Contributions, Sport Integrity Australia will perform day-to-day management and certain administration functions for PBTR in accordance with item 2.1 of Schedule 4.

## 5.5 Manager and staff

- (a) A Manager may be employed to progress the strategic direction and ongoing development of PBTR.
- (b) Any appointment of a Manager must be approved by the Co-Chairs representing the Management Committee.
- (c) If employed, the Manager will:
  - (i) perform the functions set out in Schedule 3;
  - (ii) be employed by Sport Integrity Australia; and
  - (iii) undergo a performance appraisal annually.
- (d) The salary and other employment costs of the Manager will be funded from the Budget.
- (e) The Manager's performance appraisal will be conducted by the Manager's direct Sport Integrity Australia supervisor and provided to the Co-Chairs of the Management Committee.
- (f) If any Party has concerns about the performance of the Manager they should notify the Co-Chairs.
- (g) In the event that a Manager is not employed, a consultant will be engaged to perform some, or all, of the functions set out in Schedule 3, with the approval of Sport Integrity Australia and the Co-Chairs.
- (h) The Management Committee may appoint other staff/consultants required to deliver the PBTR Objectives, provided such appointment can be met by the Budget or other revenue sources.

## 5.6 Structure

A diagram representing the overall management and operational structure for PBTR is set out in Schedule 2.

## 6. Party Contributions

Each Party will, at its expense, provide its Contributions in the manner described in Schedule 4.

## 7. Accounts and Records

Each Party will:

- (a) keep proper and detailed accounts and records in relation to any services or works performed, or expenditure incurred by them, under this MOU, for a minimum period of seven years following the completion of the services or works performed; and
- (b) provide any other Party with sufficient financial management information on request to enable the other to monitor expenditure, resolve queries, complete internal audit processes and comply with regulatory requirements and procedures.

## 8. Intellectual Property

The ownership and use of Intellectual Property in the PBTR documents and other materials is governed by the provisions of Schedule 5.

## 9. Sponsorship

The Parties acknowledge that Sponsorship of PBTR by third parties may be sought in the future. Such sponsorship will be subject to approval of the Management Committee.

## 10. Confidentiality

- (a) No Party may use any Confidential Information of another Party for any purpose other than in relation to this MOU, or disclose any Confidential Information of the other Party, except:
  - (i) to employees, agents, contractors or advisers requiring the information for the purposes of this MOU;
  - (ii) with the consent of that other Party;
  - (iii) to the extent it is required to do so by law; or
  - (iv) to a Party's responsible Minister.
- (b) When disclosing information under clause 10(a)(i) or 10(a)(ii), a Party must use all reasonable endeavours to ensure that persons receiving Confidential Information from it do not disclose the information except in the circumstances permitted in clause 10(a).

## 11. Exclusion of warranties

Each Party excludes all terms, conditions and warranties implied by custom, the general law or statute, except any implied warranty the exclusion of which would contravene any statute or cause this clause to be void or unenforceable.

## 12. Insurance

Each Party must effect and maintain adequate insurance to cover its involvement in PBTR.

## 13. Goods and services tax

### 13.1 Terminology

In this clause 13:

- (a) **GST-exclusive consideration** means the consideration payable or to be provided for a Supply, but for the application of this clause 13;
- (b) **Recipient** means a Party to whom a Supply is made;
- (c) **Supply** means a supply made under or in connection with this MOU;
- (d) **Supplier** means a Party making a Supply; and
- (e) words or expressions that are defined in the *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning in this clause 13.

### 13.2 Gross-up

If a Supplier makes a Supply in respect of which GST is payable (not being a Supply the consideration for which is specified in this MOU as 'GST-inclusive'), the Recipient must pay to the Supplier an additional amount equal to the GST payable on the Supply at the same time as the GST-exclusive consideration is payable or to be provided.

### 13.3 Reimbursement or indemnification

If a Party must reimburse or indemnify the other Party for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by the amount of any input tax credit the other Party is entitled to for the loss, cost or expense, and then increased in accordance with clause 13.2.

### 13.4 Tax invoices

A Recipient need not make a payment for a taxable Supply until the Supplier has given the Recipient a tax invoice for the Supply to which the payment relates.

## 14. Notice

### 14.1 Giving of notices

A Party giving notice or notifying under this MOU must do so in writing:



- (a) directed to the other Party's contact person listed in Schedule 1, as varied by any notice; and
- (b) hand delivered or sent by pre-paid post, facsimile or email to the other Party's address, facsimile number or email address as the case requires.

## **14.2 Receipt of notice**

A notice given in accordance with clause 14.1 is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by pre-paid post, 3 days after the date of posting; or
- (c) if sent by email, at the time that would be the time of receipt under the *Electronic Transactions Act 1999*.

## **15. Miscellaneous**

### **15.1 Relationship of the Parties**

The Parties agree that:

- (a) nothing contained in this MOU creates or constitutes a relationship of employment, agency or partnership between the Parties;
- (b) except as otherwise specifically provided in this MOU, a Party does not have any authority or power to act for, or to create or assume any responsibility or obligation on behalf of another Party; and
- (c) each Party must not represent itself, and must ensure that its officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of another Party, or as otherwise able to bind or represent another Party.

### **15.2 Assignment**

No Party may assign or novate this MOU without the prior written consent of all other Parties.

### **15.3 Approvals and consents**

Except where this MOU expressly states otherwise, a Party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this MOU.

### **15.4 Variations**

- (a) This MOU may be varied only in writing signed by each Party.
- (b) The Parties acknowledge and agree that from time to time it may be appropriate to add a new party to this MOU, provided that this will only occur with the approval of all existing Parties by written variation in accordance with this clause.

### **15.5 Costs**

Each Party must pay its own costs of negotiating, preparing and executing this MOU.

**15.6 Survival**

The following clauses survive the expiry or termination of this MOU:

- (a) clause 10 (Confidentiality);
- (b) clause 12 (Insurance); and
- (c) any other provision of this MOU where it is explicitly stated, or that by its nature is intended to survive the expiry or termination of this MOU.

**15.7 No merger**

The rights and obligations of the Parties under this MOU do not merge on completion of any transaction contemplated by this MOU.

**15.8 Entire arrangement**

This MOU constitutes the entire understanding between the Parties in connection with its subject matter and supersedes all previous agreements or understandings between the Parties (including the Previous MOUs) in connection with its subject matter.

**15.9 Further action**

Each Party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this MOU and any transaction contemplated by it.

**15.10 Severability**

A term or part of a term of this MOU that is illegal or unenforceable may be severed from the MOU and the remaining terms or parts of terms of the MOU continue in force.

**15.11 Waiver**

A Party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the Party giving the waiver.

**15.12 Governing law and jurisdiction**

This MOU is governed by the law of the Australian Capital Territory and each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

**15.13 Counterparts**

This MOU may be executed in any number of counterparts and by the Parties on separate counterparts. Each counterpart constitutes an original of this MOU, all of which together constitute one MOU.

# Schedule 1- Parties

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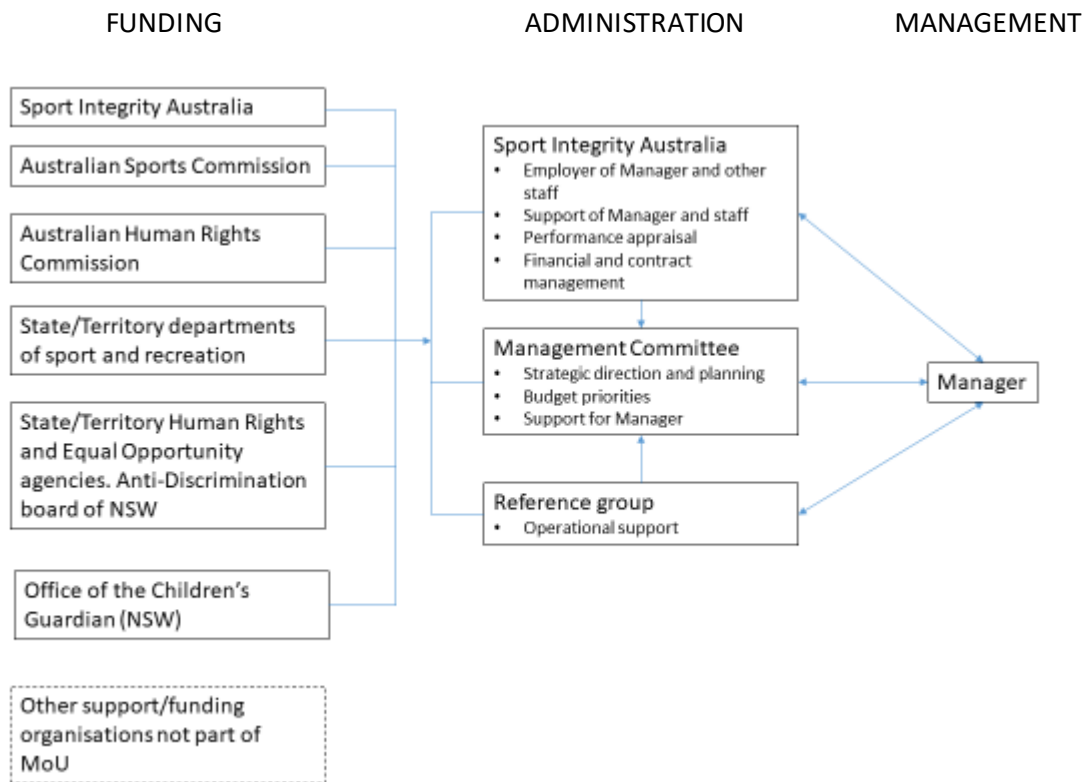
Name	<b>Sport Integrity Australia</b>
ABN	70 588 505 483
Address	5 Tennant St Fyshwick ACT 2609
Short form name	<b>SIA</b>
Notice details	Email: <a href="mailto:Emma.Johnson@sportintegrity.gov.au">Emma.Johnson@sportintegrity.gov.au</a>
Attention	Emma Johnson
Name	<b>Australian Sports Commission</b>
ABN	67 374 695 240
Address	Leverrier Street, Bruce ACT 2617
Short form name	<b>ASC</b>
Notice details	Email: <a href="mailto:Andrew.larratt@ausport.gov.au">Andrew.larratt@ausport.gov.au</a>
Attention	Andrew Larratt
Name	<b>Northern Territory Anti-Discrimination Commission</b>
ABN	84 085 734 992
Address	7 <sup>th</sup> Floor, National Mutual Building, 9-11 Cavenagh St, Darwin NT 0800
Short form name	<b>NTADC</b>
Notice details	Email: <a href="mailto:sally.sievers@nt.gov.au">sally.sievers@nt.gov.au</a>
Attention	Sally Sievers
Name	<b>ACT Human Rights Commission</b>
ABN	98 636 852 025
Address	Level 2, 11 Moore Street, Canberra City ACT 2601
Short form name	<b>ACTHRC</b>
Notice details	Email: <a href="mailto:karen.toohey@act.gov.au">karen.toohey@act.gov.au</a>
Attention	Karen Toohey
Name	<b>Victorian Equal Opportunity &amp; Human Rights Commission</b>
ABN	23 158 288 152
Address	Level 3, 204 Lygon Street, Carlton VIC 3053
Short form name	<b>VEOHRC</b>
Notice details	Email: <a href="mailto:kristen.hilton@veohrc.vic.gov.au">kristen.hilton@veohrc.vic.gov.au</a>
Attention	Kristen Hilton
Name	<b>South Australia Equal Opportunity Commission</b>
ABN	15 088 976 178
Address	Level 17, 45 Pirie Street, Adelaide SA 5000
Short form name	<b>SAEOC</b>
Notice details	Email: <a href="mailto:Rebecca.Raneberg@sa.gov.au">Rebecca.Raneberg@sa.gov.au</a>

Attention	Rebecca Raneberg
Name	<b>Office of the Children's Guardian</b>
ABN	43 304 920 597
Address	Level 1, 219 Cleveland Street, Strawberry Hills, NSW 2012
Short form name	<b>NSWOCG</b>
Notice details	Email: <a href="mailto:ocg@kidsguardian.nsw.gov.au">ocg@kidsguardian.nsw.gov.au</a>
Attention	Janet Schorer
Name	<b>Anti-Discrimination NSW</b>
ABN	52 061 136 379
Address	Level 7, 10 Valentine Avenue, Parramatta NSW 2150
Short form name	<b>ADNSW</b>
Notice details	Email: <a href="mailto:elizabeth.wing@justice.nsw.gov.au">elizabeth.wing@justice.nsw.gov.au</a>
Attention	Elizabeth Wing
Name	<b>Western Australian Equal Opportunity Commission</b>
ABN	57 514 302 539
Address	PO Box 7370, Cloisters Square Private Box WA 6850
Short form name	<b>EOCWA</b>
Notice details	Email: <a href="mailto:john.byrne@eoc.wa.gov.au">john.byrne@eoc.wa.gov.au</a>
Attention	John Byrne
Name	<b>Equal Opportunity Tasmania</b>
ABN	29 206 713 203
Address	GPO Box 197, Hobart TAS 7001
Short form name	<b>EOT</b>
Notice details	Email: <a href="mailto:commissioner@equalopportunity.tas.gov.au">commissioner@equalopportunity.tas.gov.au</a>
Attention	Sarah Bolt
Name	<b>Anti-Discrimination Commission of Queensland</b>
ABN	96 013 985 953
Address	PO Box 15565, City East Post Office QLD 4002
Short form name	<b>ADCQ</b>
Notice details	Email: <a href="mailto:info@adcq.qld.gov.au">info@adcq.qld.gov.au</a>
Attention	Neroli Holmes
Name	<b>Australian Human Rights Commission</b>
ABN	47 996 232 602
Address	GPO Box 5218, Sydney NSW 2001
Short form name	<b>AHRC</b>
Notice details	Email: <a href="mailto:lauren.jones@humanrights.gov.au">lauren.jones@humanrights.gov.au</a>

Attention	Lauren Jones
Name	<b>The Northern Territory of Australia, care of its agency Department of Tourism and Culture</b>
ABN	84 085 734 992
Address	GPO Box 1448, Darwin NT 0801
Short form name	<b>SRNT</b>
Notice details	Email: <a href="mailto:sasha.dennis@nt.gov.au">sasha.dennis@nt.gov.au</a>
Attention	Sasha Dennis
Name	<b>Government of New South Wales, represented by the Office of Sport (Sport and Recreation NSW)</b>
ABN	31 321 190 047
Address	6 Figtree Drive, Homebush NSW 2127
Short form name	<b>SRNSW</b>
Notice details	Email: <a href="mailto:karen.jones@sport.nsw.gov.au">karen.jones@sport.nsw.gov.au</a>
Attention	Karen Jones
Name	<b>Government of Queensland, represented by the Department of Housing and Public Works (Sport and Recreation)</b>
ABN	11 322 391 452
Address	Level 6, 400 George Street, Brisbane QLD 4002
Short form name	<b>SRQLD</b>
Notice details	Email: <a href="mailto:Tiani.VanHaren@npsr.qld.gov.au">Tiani.VanHaren@npsr.qld.gov.au</a>
Attention	Tiani VanHaren
Name	<b>Government of South Australia, represented by the Office for Sport, Recreation and Racing</b>
ABN	81 213 956 472
Address	27 Valetta Road, Kidman Park SA 5025
Short form name	<b>SRSA</b>
Notice details	Email: <a href="mailto:kylie.taylor@sa.gov.au">kylie.taylor@sa.gov.au</a>
Attention	Kylie Taylor
Name	<b>Government of Tasmania, represented Communities, Sport and Recreation, Communities Tasmania</b>
ABN	58 612 621 159
Address	Executive Building, Level 4, 15 Murray Street, Hobart TAS 7000
Short form name	<b>SRTAS</b>
Notice details	Email: <a href="mailto:kate.kent@communities.tas.gov.au">kate.kent@communities.tas.gov.au</a>
Attention	Kate Kent

Name	<b>Government of Victoria, represented by the Department of Jobs, Precincts and Regions - Sport, Recreation and Racing</b>
ABN	30 485 673 497
Address	50 Lonsdale Street, Melbourne VIC 3000
Short form name	<b>SRVIC</b>
Notice details	Email: <a href="mailto:peter.betson@ecodev.vic.gov.au">peter.betson@ecodev.vic.gov.au</a>
Attention	Peter Betson
Name	<b>Government of the ACT, represented by Sport and Recreation</b>
ABN	37 307 569 373
Address	PO Box 147, Civic Square ACT 2608
Short form name	<b>SRACT</b>
Notice details	Email: <a href="mailto:Rebecca.Kelley@act.gov.au">Rebecca.Kelley@act.gov.au</a>
Attention	Rebecca Kelley
Name	<b>Government of Western Australia, represented by the Department of Local Government, Sport and Cultural Industries</b>
ABN	14 445 022 107
Address	Gordon Stephenson House, 140 William Street, Perth WA 6000
Short form name	<b>SRWA</b>
Notice details	Email: <a href="mailto:kim.ellwood@dlgsc.wa.gov.au">kim.ellwood@dlgsc.wa.gov.au</a>
Attention	Kim Ellwood

# Schedule 2 – Overview of Management and Operational Structure



## Management Committee

### 1.1 Functions

The Management Committee's functions are to:

- (a) appoint and supervise staff including the Manager;
- (b) determine the strategic direction of PBTR;
- (c) determine the Budget priorities, and approve and oversee the Budget and any contractual arrangements entered by PBTR;
- (d) provide support and direction for the Director;
- (e) review and approve significant amendments to PBTR and any contracts entered by PBTR;
- (f) use its reasonable efforts to ensure the ongoing funding and resourcing for PBTR;
- (g) use its reasonable efforts to ensure the marketing and evaluation of PBTR;
- (h) monitor and review the operation of this MOU;
- (i) consider any matter relating to this MOU referred to it by the Reference Group; and
- (j) carry out any other functions specified in this MOU as being the responsibility of the Management Committee.

### 1.2 Composition

- (a) The Management Committee will comprise a minimum of 6 and maximum of 10 members as follows:
  - (i) two members from Sport Integrity Australia, as nominated by Sport Integrity Australia
  - (ii) between two and four members being representatives of state governments.
  - (iii) between two and four members being anti-discrimination Commissioners from ACHRA, one of which will be the AHRC. Other members will be selected by ACHRA.
  - (iv) one member from the Australian Sports Commission.
- (b) These appointments are not limited to a specific term.
- (c) The Management Committee is able to vary its composition from time to time by the agreement of all existing members.
- (d) The Parties will ensure that any person appointed to the Management Committee:
  - (i) is from a Party to this MOU; and
  - (ii) has suitable skills, qualifications, experience and knowledge to enable the Management Committee to properly perform its functions.



### 1.3 Co-Chairs

- (a) The Management Committee will be jointly chaired by one Co-Chair selected by Sport Integrity Australia (from the individuals selected under item 1.2(a)(i) above), one Co-Chair selected by the state governments (from the individuals selected under item 1.2 (a)(ii) above) and one Co-Chair selected by ACHRA (from the individuals selected under item 1.2 (a)(iii) above). The default position is that the representative from ACHRA will chair the meeting in order to provide continuity and consistency of approach.
- (b) The appointments of the Co-Chairs are not limited to a specific term.
- (c) The Co-Chairs are responsible for:
  - (i) chairing meetings;
  - (ii) recruiting, supervision and direction of staff, including the Manager;
  - (iii) oversight of the Budget and strategic direction of PBTR; and
  - (iv) decisions on behalf of the Management Committee as provided under this MOU.

### 1.4 Meetings

- (a) The Parties agree that the Management Committee will meet at least twice per year, either in-person or via teleconference or online.
- (b) Each Party must (as applicable) meet the costs of its staff members appointed to the Management Committee attending these meetings.
- (c) The Co-Chairs will meet (via teleconference) with the Manager, as agreed, to monitor the Budget and report on outcomes against the PBTR Objectives.

### 1.5 Approval processes

- (a) The Management Committee or where not reasonably possible, the Co-Chairs as their delegates, will approve all major changes to:
  - (i) the strategic direction of PBTR;
  - (ii) the Budget;
  - (iii) policy matters; and
  - (iv) staffing, structure and resourcing.
- (b) Where Management Committee approval is required between meetings this may be addressed through:
  - (i) out-of-session papers and if required a teleconference of Management Committee members; or
  - (ii) the Management Committee Co-Chairs who are delegated the power to make decisions where a deviation from the approved strategy, and Budget, policy, staffing, structure or resourcing is required to meet the PBTR Objectives.

- (c) The Co-Chairs have the authority to decide whether a decision requires full Management Committee approval. Where a decision occurs without full Management Committee approval, the Co-Chairs will table the decision at the next Management Committee meeting.

## 2. Reference Group

### 2.1 Functions

The Reference Group's functions are to:

- (a) actively promote PBTR;
- (b) contribute to the development of strategic directions by providing advice and information about gaps and issues impacting on sport;
- (c) refer matters and make recommendations to the Management Committee through the Manager;
- (d) facilitate information sharing between the Parties;
- (e) report on activities in accordance with the agreed collective impact reporting process set up by PBTR;
- (f) carry out any other functions specified in this MOU as being the responsibility of the Reference Group, and
- (g) in cooperation with the Manager, ensure that cross jurisdictional issues and requirements are considered appropriately for information and resources published through PBTR.

### 2.2 Composition

- (a) The Reference Group will comprise:
  - (i) one member from each Party; and
  - (ii) guest members invited by the Management Committee to attend for a particular period because of their relevant specialist subject knowledge.
- (b) These appointments are not limited to a specific term.
- (c) A Party may change its appointed member at any time by notice to the other Parties.
- (d) Each Party must ensure that the person it appoints to the Reference Group has the appropriate skills, qualifications and experience and knowledge to enable the Reference Group to properly perform its functions.

### 2.3 Chair

- (a) The Reference Group will be chaired by the Manager.
- (b) The Manager will provide administrative support for meetings of the Reference Group.

## 2.4 Meetings

- (a) The Reference Group will meet at least once per year, either in-person or via teleconference or online.
- (b) Each Party must meet its own costs of attending these meetings.

## 3. Sub-Committees

- (a) Sub-committees may be formed from time to time by the Management Committee to assist the achievement of any of the PBTR Objectives.
- (b) The Management Committee will be responsible for nominating sub-committee members and determining their terms of reference.
- (c) The composition of any Sub-committee must include at least one member of the Management Committee.
- (d) The chair of the Sub-committee must be a member of the Management Committee.

## Schedule 3 – Staff Responsibilities - Manager

<b>Job Responsibilities</b>	<p>1. Reporting to the Sport Integrity Australia Director Education, and with oversight of the PBTR Management Committee, contribute to the strategic direction and manage the ongoing development of the 'Play by the Rules' (PBTR) resource. This includes:</p> <ul style="list-style-type: none"> <li>• Work cooperatively with key government and sport leaders to build collaborative and strategic partnerships to ensure PBTR addresses sport sector needs and is valued and relevant.</li> <li>• Provide strategic advice to the PBTR Management Committee to achieve the PBTR goals.</li> <li>• Effectively market, promote and increase the reach utilisation and impact of PBTR.</li> <li>• Create standards, frameworks and practical tools, and provide input to policy development, programs and resource requirements to ensure sport is safe, fair and inclusive for all Australians.</li> <li>• Ensure all PBTR projects, resources and partnerships are of high quality, accurate, and align with the positions of the MoU partners regarding safe, fair and inclusive sport.</li> <li>• Develop and implement rigorous evaluation systems for PBTR that provide valuable industry insights for Sport Integrity Australia and PBTR partners.</li> <li>• Manage the technical aspects of developing the PBTR platform as an industry leading resource, including integration of PBTR into SIA platforms, where appropriate.</li> </ul> <p>2. Manage the Play By The Rules budget to ensure there is no overspend, and provide advice on the appropriate financial management of the program, including where applicable, compliance with the PGPA Act, Finance Law and Commonwealth Procurement Guidelines.</p> <p>3. Deliver quality advice and reporting on relevant issues to senior management.</p> <p>4. Work collaboratively as part of a high performing team/organisation, establishing and maintaining effective partnerships with key internal and/or external stakeholders to identify, lead and deliver high quality business outcomes.</p>
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	<p>5. Assist in the development and implementation of sustainable business development plans, strategies and systems.</p> <p>6. Comply with all of Sport Integrity Australia policies and procedures, including the PGPA Act.</p>
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<b>JOB HOLDER CAPABILITIES</b>	
<b>Qualifications and Experience</b>	<ul style="list-style-type: none"> <li>• Tertiary qualifications and/or demonstrated experience in Sports Management, Business, Ethics, Law, Education or a related field.</li> <li>• Demonstrated proven ability to build and maintain effective relationships both internally and externally with a diverse range of stakeholders.</li> <li>• Demonstrated broad knowledge of issues and legislation relating to keeping sports safe, fair and inclusive.</li> <li>• Demonstrated experience providing guidance to and negotiating with senior external stakeholders.</li> <li>• Demonstrated prior experience in applying short term work plans to longer term objectives.</li> <li>• Demonstrated capacity to provide timely, compelling and concise advice to inform executive members and senior management to support decision making.</li> </ul>

# Schedule 4 – Party Contributions

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## 1. Funding

### 1.1 Amount

(a) The Parties will contribute the following funds (exclusive of GST) to PBTR in 2021-22<sup>1</sup>:

Party	Annual Contributions ex GST
Sport Integrity Australia (SIA)	\$130,000
Australian Sports Commission	\$25,000
SRNT	\$10,000
SRVIC	\$35,000
SRSA	\$20,000
SRTAS	\$10,000
SRQLD	\$20,000
SRACT	\$10,000
SRWA	\$20,000
SRNSW	\$20,000
AHRC	\$10,000
VEOHRC	\$5,000
SAEOQ	\$5,000
EOCWA	\$2,000
ADCQLD	\$2,000
NTADC	\$
EOT	\$1,500
NSWOCG	\$7,000
ACTHRC	\$2,000
ADNSW	\$5,000

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<sup>1</sup> Figures for states and territories are reflective of the MRSM Meeting Minutes of 1 November 2019 – Agenda Item .4 – Periodic Financial Reporting – Sport and Recreation Special Account – EOFY 2018/19

- (b) In 2021-22, the Parties will contribute the amount of funds (exclusive of GST) as set out in the above table as increased by the amount of any percentage increase in the Consumer Price Index (Australia, All Groups) during the year ending 31 December 2020 (or such higher increase agreed by a Party in its absolute discretion).

## 1.2 Payment

- (a) Sport Integrity Australia will invoice the Parties annually for the amount of their funding Contributions. Contributions will be made on a financial year basis.
- (b) The Parties will pay their Contribution for each year to Sport Integrity Australia within 30 days of receipt of a correctly rendered invoice, excluding GST.
- (c) Sport Integrity Australia will hold and allocate the funding Contributions for the purpose of PBTR.
- (d) The Parties agree that any unused funding Contributions from one financial year will either be:
  - (i) retained by Sport Integrity Australia for use under this and any subsequent MOU related to PBTR; or
  - (ii) where there is no subsequent MOU related to PBTR, the Parties will meet to determine how any remaining funding Contributions should be dealt with.
- (e) The Parties agree that the Management Committee will be responsible for ensuring there is no overspend beyond the allocated budget unless previously approved in writing by all Management Committee members.
- (f) In the event an unapproved overspend occurs, Sport Integrity Australia will invoice each of the contributors their portion of the overspend.
- (g) Additional contributions can be made by any party to the MOU if required.

## 2. In-Kind

### 2.1 Sport Integrity Australia

Sport Integrity Australia will be responsible for the administration of PBTR including:

- (a) managing, approving and allocating the funding contributions (along with the PBTR Management Committee) in accordance with the Budget and subject to Sport Integrity Australia's internal procedures;
- (b) employing the Manager in accordance with clause 5.5;
- (c) employing any other staff within the Budget allocated by the Management Committee and with approval of the Management Committee;

- (d) where Sport Integrity Australia and the Management Committee consider it necessary, in accordance with the Budget, engage third party contractors to perform work for the purpose of PBTR;
- (e) provide the Manager with a WHS compliant office space within the offices of Sport Integrity Australia and with access to standard office equipment, IT support and facilities generally available to Sport Integrity Australia employees. The Manager will be covered by Sport Integrity Australia policies and procedures.
- (f) consistent with the direction of the Management Committee, overseeing the management and day-to-day work of the Manager in a manner integrated into the Sport Integrity Australia organisational structure;
- (g) providing, where practical, professional development opportunities for the Manager;
- (h) providing general administrative support as reasonably required for PBTR, including:
  - (i) IT support; and
  - (ii) review of PBTR content; and
- (i) preparing draft contractual documentation reasonably required for the operation of PBTR.



# Schedule 5 - Intellectual Property

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## 1. General

- (a) The Parties have agreed that the ownership and use of Intellectual Property in PBTR is governed by the terms and conditions set out in this schedule.
- (b) The terms and conditions in this schedule are legally binding on the Parties.
- (c) The terms and conditions in this schedule supersede any previous agreement between the Parties in relation to Intellectual Property in PBTR.

## 2. Defined terms

The defined terms and rules of interpretation specified in clause 1 of the MOU apply to this schedule. Additionally, in this schedule:

**Background IP** means any Intellectual Property (including any such Intellectual Property owned by third parties), which has been or is made available by a Party before or during the Term for the purpose of PBTR (excluding PBTR IP).

**Commercialisation** means, in relation to Intellectual Property, to:

- (a) manufacture, sell, hire or otherwise exploit a product or process, incorporating that Intellectual Property;
- (b) provide a service incorporating that Intellectual Property; or
- (c) license any third party to do any of those things mentioned in paragraphs (a) or (b),

and **Commercialise** or **Commercial** has a corresponding meaning.

**PBTR IP** means all Intellectual Property created by a Party during the Term, using PBTR funds for the purpose of PBTR.

**PBTR Logo** means the PBTR logo the subject of trade mark registration no. 1305288.

## 3. Background IP

### 3.1 Ownership

This schedule does not transfer ownership in any Background IP contributed by a Party.

### 3.2 Grant of licence

Each Party grants to each other Party a non-exclusive, royalty-free licence to use, reproduce, adapt, communicate, publish and modify during the Term any Background IP contributed by the first Party, solely for any or all of the following purposes:

- (a) continuing to manage or operate PBTR in accordance with the MOU; and

(b) the other Party's internal education and research purposes,

but excluding the right to sublicense the Background IP to a third party unless expressly permitted under this schedule.

### **3.3 Sublicensing**

Each Party grants to Sport Integrity Australia a non-exclusive, royalty-free right to sublicense third parties to use, reproduce, adapt, communicate, publish and modify during the Term any Background IP contributed by the first Party, solely for any or all of the following non-Commercial purposes:

- (a) continuing to manage or operate PBTR in accordance with the MOU; and
- (b) furthering the PBTR Objectives,

provided that Sport Integrity Australia obtains the approval of the Management Committee prior to entering any sub-licence (such approval may be granted generally to a category of sub-licences).

## **4. PBTR IP**

### **4.1 Ownership**

- (a) Upon its creation, all PBTR IP will be jointly owned by the Parties.
- (b) Each Party will do all things reasonably necessary (including executing or otherwise dealing with documents) to give effect to this clause 4.1.

### **4.2 Grant of licence**

Each Party grants to each other Party a non-exclusive, royalty-free licence to use, reproduce, adapt, communicate, publish and modify any PBTR IP, solely for any or all of the following purposes:

- (a) continuing to manage or operate PBTR in accordance with the MOU; and
- (b) the other Party's internal education and research purposes,

but excluding the right to sublicense the PBTR IP to a third party unless expressly permitted under this schedule.

### **4.3 Sublicensing**

Each Party grants to Sport Integrity Australia a non-exclusive, royalty-free right to sublicense third parties to use, reproduce, adapt, communicate, publish and modify any PBTR IP, solely for any or all of the following non-Commercial purposes:

- (a) continuing to manage or operate PBTR in accordance with the MOU; and
- (b) furthering the PBTR Objectives,

provided that Sport Integrity Australia obtains the approval of the Management Committee prior to entering any sub-licence (such approval may be granted generally to a category of sub-licences).

## 5. Commercialisation

### 5.1 Commercialisation of PBTR IP

Each Party grants to Sport Integrity Australia the exclusive right to Commercialise the PBTR IP, subject to the prior approval of the Management Committee.

### 5.2 Commercialisation budget

The Management Committee must approve the budget (including costs and expenses) for any Commercialisation of PBTR IP.

### 5.3 Commercialisation revenue

- (a) Sport Integrity Australia will advise the Management Committee of any revenue received by Sport Integrity Australia from Commercialisation of the PBTR IP.
- (b) Such revenue (net of the approved costs and expenses of Commercialisation) will be allocated by the Management Committee in accordance with the agreed strategic directions for PBTR.

## 6. Use of names and logos

### 6.1 PBTR Logo

6.2 Sport Integrity Australia grants each Party a non-exclusive, royalty-free, non-transferable licence to use the PBTR Logo during the Term, solely for any or all of the following purposes:

- (a) continuing to manage or operate PBTR in accordance with the MOU;
- (b) exercising its rights or complying with its obligations under this schedule; and
- (c) promoting that Party's role in and association with PBTR by displaying the logo in conjunction with the following words: *"Supported by Australian State and Territory Governments"*.

### 6.3 Party names and logos

Unless specifically authorised in writing to do so, no Party may use or reproduce any logo or trade mark associated with another Party for any purpose.

## 7. Infringement

### 7.1 Parties' obligations

The Parties will use their reasonable endeavours to ensure that the rights granted under this schedule do not infringe the Intellectual Property rights of any third person.

### 7.2 Notification

Each Party must immediately notify the other Parties if it becomes aware of any:

- (a) actual or threatened infringement by a third party of any of a Party's rights in relation to the Background IP, PBTR IP or PBTR Logo; or
- (b) allegation or claim (written or otherwise) that the management and operation of PBTR or the dissemination, Commercialisation or other use of the Background IP, PBTR IP or PBTR Logo by a Party infringes the rights of any third party.

## 8. Withdrawal of a Party

If a Party ceases to be a party to the MOU or to any memorandum of understanding or agreement succeeding the MOU, or otherwise ceases to be a financial contributor to the PBTR, that Party:

- (a) relinquishes all of its ownership rights in relation to PBTR IP, all of its rights to use PBTR IP and all of its other rights under this schedule;
- (b) will do all things reasonably necessary (including executing or otherwise dealing with documents) to give effect to this clause 8.

## 9. Survival

Clauses 4 (PBTR IP) 7 (Infringement) and 8 (Withdrawal of a Party) of this schedule survive the expiry or termination of the MOU.

# Signing pages

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**EXECUTED** as an agreement

**Signed** for and on behalf of **Sport Integrity  
Australia** by a duly authorised representative

\_\_\_\_\_  
Signature of witness      Signature of authorised representative

\_\_\_\_\_  
Name of witness (print)      Name of authorised representative (print)

\_\_\_\_\_  
Dated

**Signed** for and on behalf of **Australian Sports  
Commission** by a duly authorised representative

\_\_\_\_\_  
Signature of witness      Signature of authorised representative

\_\_\_\_\_  
Name of witness (print)      Name of authorised representative (print)

\_\_\_\_\_  
Dated

**Signed** for and on behalf of **Northern Territory  
Anti-Discrimination Commission** by a duly  
authorised representative

\_\_\_\_\_  
Signature of witness      Signature of authorised representative

\_\_\_\_\_  
Name of witness (print)      Name of authorised representative (print)

\_\_\_\_\_  
Dated

**Signed** for and on behalf of **NSW Office of the  
Children’s Guardian** by a duly authorised  
representative

\_\_\_\_\_  
Signature of witness      Signature of authorised representative

\_\_\_\_\_  
Name of witness (print)      Name of authorised representative (print)

\_\_\_\_\_  
Dated

**Signed** for and on behalf of **Victorian Equal Opportunity & Human Rights Commission**  
by a duly authorised representative

\_\_\_\_\_  
Signature of witness      Signature of authorised representative

\_\_\_\_\_  
Name of witness (print)      Name of authorised representative (print)

\_\_\_\_\_  
Dated

**Signed** for and on behalf of **South Australian Equal Opportunity Commission**  
by a duly authorised representative

\_\_\_\_\_  
Signature of witness      Signature of authorised representative

\_\_\_\_\_  
Name of witness (print)      Name of authorised representative (print)

\_\_\_\_\_  
Dated

**Signed** for and on behalf of **Western Australian  
Equal Opportunity Commission** by a duly  
authorised representative

\_\_\_\_\_  
Signature of witness      Signature of authorised representative

\_\_\_\_\_  
Name of witness (print)      Name of authorised representative (print)

\_\_\_\_\_  
Dated

**Signed** for and on behalf of **Equal Opportunity  
Tasmania** by a duly authorised representative

\_\_\_\_\_  
Signature of witness      Signature of authorised representative

\_\_\_\_\_  
Name of witness (print)      Name of authorised representative (print)

\_\_\_\_\_  
Dated



**Signed** for and on behalf of  
**Queensland Human Rights Commission** by a duly authorised  
representative

\_\_\_\_\_  
Signature of witness      Signature of authorised representative

\_\_\_\_\_  
Name of witness (print)      Name of authorised representative (print)

\_\_\_\_\_  
Dated

**Signed** for and on behalf of **Australian Human**  
**Rights Commission** by a duly authorised  
representative

\_\_\_\_\_  
Signature of witness      Signature of authorised representative

\_\_\_\_\_  
Name of witness (print)      Name of authorised representative (print)

\_\_\_\_\_  
Dated

**Signed** for and on behalf of **Northern Territory of Australia, care of its agency Department of Territory Families, Housing and Communities** by a duly authorised representative

\_\_\_\_\_  
Signature of witness      Signature of authorised representative

\_\_\_\_\_  
Name of witness (print)      Name of authorised representative (print)

\_\_\_\_\_  
Dated

**Signed** for and on behalf of **Government of New South Wales. Represented by the Office of Sport (Sport and Recreation)** by a duly authorised representative

\_\_\_\_\_  
Signature of witness      Signature of authorised representative

\_\_\_\_\_  
Name of witness (print)      Name of authorised representative (print)

\_\_\_\_\_  
Dated

**Signed** for and on behalf of **Government of Queensland, represented by the Department of Tourism, Innovation and Sport (Sport and Recreation)** by a duly authorised representative

\_\_\_\_\_  
Signature of witness      Signature of authorised representative

\_\_\_\_\_  
Name of witness (print)      Name of authorised representative (print)

\_\_\_\_\_  
Dated

**Signed** for and on behalf of **Government of South Australia, represented by the Office for Sport, Recreation and Racing** by a duly authorised representative

\_\_\_\_\_  
Signature of witness      Signature of authorised representative

\_\_\_\_\_  
Name of witness (print)      Name of authorised representative (print)

\_\_\_\_\_  
Dated

**Signed** for and on behalf of **Government of Tasmania, represented by Communities, Sport and Recreation, Communities Tasmania** by a duly authorised representative

\_\_\_\_\_  
Signature of witness      Signature of authorised representative

\_\_\_\_\_  
Name of witness (print)      Name of authorised representative (print)

\_\_\_\_\_  
Dated

**Signed** for and on behalf of **Government of Victoria, represented by the Department of Jobs, Precincts and Regions – Sport, Recreation and Racing** by a duly authorised representative

\_\_\_\_\_  
Signature of witness      Signature of authorised representative

\_\_\_\_\_  
Name of witness (print)      Name of authorised representative (print)

\_\_\_\_\_  
Dated

**Signed for and on behalf of Government of the Australian Capital Territory, represented by Sport and Recreation** by a duly authorised representative

\_\_\_\_\_  
Signature of witness      Signature of authorised representative

\_\_\_\_\_  
Name of witness (print)      Name of authorised representative (print)

\_\_\_\_\_  
Dated

**Signed for and on behalf of Government of Western Australia, represented by the Department of Local Government, Sport and Cultural Industries** by a duly authorised representative

\_\_\_\_\_  
Signature of witness      Signature of authorised representative

\_\_\_\_\_  
Name of witness (print)      Name of authorised representative (print)

\_\_\_\_\_  
Dated

**Signed** for and on behalf of **Anti-Discrimination  
NSW** by a duly authorised  
representative

Helen Mamas	<i>Elizabeth Wing</i>
Signature of witness	Signature of authorised representative

Helen Mamas	
Name of witness (print)	Name of authorised representative (print)

Dated

3 August 2021

**Signed** for and on behalf of **The ACT Human  
Rights Commission** by a duly authorised  
representative

Signature of witness	Signature of authorised representative

Name of witness (print)	Name of authorised representative (print)

Dated