

**Memorandum of  
Understanding New Zealand  
Black Ferns Team**

Between

New Zealand Rugby Union Incorporated

and

Rugby Players Collective Incorporated

# Contents

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<b>Part 1 – Basic Terms .....</b>	<b>1</b>
1. Introduction.....	1
2. Parties.....	1
3. Term.....	2
4. Variation .....	2
5. Coverage.....	2
6. The Employment Environment.....	3
<b>Part 2 – Assembly.....</b>	<b>4</b>
7. Assembly.....	4
8. Schedule of Assembly .....	4
9. Regional Expectations.....	5
10. Assembly costs met by a third party .....	5
<b>Part 3 – Contracting Structure and Player Payments.....</b>	<b>7</b>
11. Contracting Structure Overview .....	7
12. Black Ferns Contract Structure .....	7
13. Black Ferns Interim Contract .....	8
14. Termination of Playing Contract.....	8
15. Commuting from a Black Ferns Interim Contract to a Black Ferns Contract .....	9
16. Retainers.....	10
17. Assembly Fees .....	11
18. Bonuses and Prize Money .....	12
19. Player Payment Pool .....	13
<b>Part 4 – Property .....</b>	<b>14</b>
20. Principles .....	14
21. Grant of Player Licence Property.....	14
22. Use of Player Licence Property.....	15
23. Use of Player Licence Property for Promotion of Rugby .....	16
24. Assignment of Player Licence Property to Sponsors and Broadcasters.....	16
25. Personal Promotions by Players.....	17
26. Publications .....	20
27. Player Attributes and Player Performance Information .....	20
<b>Part 5 – Commercial Merchandising Programme.....</b>	<b>23</b>
28. Commercial Merchandising Programme .....	23
29. Sharing of Net Revenue .....	24

<b>Part 6 – Promotional Services .....</b>	<b>25</b>
30. Promotional Services .....	25
31. Media Interviews .....	26
32. Social Media.....	26
33. Notice of requirement to perform Promotional Services .....	26
34. Limitations on Requirement to perform Promotional Services ...	27
35. Payment for performing Promotional Services in Certain Circumstances .....	28
36. Other provisions relating to Promotional Services.....	28
<b>Part 7 –Eligibility .....</b>	<b>30</b>
37. Eligibility.....	30
<b>Part 8 – Employment Environment .....</b>	<b>31</b>
38. Player Obligations .....	31
<b>Part 9 – Monitoring .....</b>	<b>34</b>
39. Monitoring of Memorandum of Understanding.....	34
40. RPC’s right to inspect documents .....	34
<b>Part 10 – Misconduct .....</b>	<b>35</b>
41. On-field misconduct.....	35
42. Serious Misconduct and Misconduct .....	35
<b>Part 11 – Other Matters .....</b>	<b>39</b>
43. Personal Development.....	39
44. KiwiSaver and Player Savings Scheme .....	39
45. Illness and Injury .....	40
46. Pregnancy.....	41
47. Other Games .....	41
48. Dangerous Activities.....	42
49. Problem Resolution.....	42
50. Membership and Union Fees .....	43
51. Independent Advice .....	43
52. Leave.....	44
53. Conscientious Objection .....	44
55. Development Reviews.....	45
56. Tickets and Family provisions.....	45
57. Involvement in key appointments.....	45
58. Insurance Cover .....	45
59. Player Assistance Programme .....	46
60. Induction.....	46
61. High Performance Database.....	46
62. NZRPA Benevolent and Welfare Fund .....	47
63. Reintegration of Players to Provincial Union Environment.....	47

64.	Black Ferns Development Team .....	47
<b>Part 12 – Interpretation.....</b>		<b>48</b>
65.	Interpretation .....	48
<b>Execution .....</b>		<b>49</b>
<b>Appendix 1 - Black Ferns Contract .....</b>		<b>50</b>
<b>Appendix 2 – Black Ferns Interim Contract .....</b>		<b>54</b>

# Part 1 – Basic Terms

## 1. Introduction

- 1.1 The NZRU is a member of World Rugby. The NZRU selects and manages the New Zealand Black Ferns Rugby Team and Squad.
- 1.2 The NZRU recognises the RPC as the official representative of its members (being New Zealand professional Rugby players). The RPC represents the interests of the New Zealand Rugby Players Association.
- 1.3 In entering into this Memorandum of Understanding, the NZRU and the RPC recognise the need to align the parties' interests and combine their respective strengths, in the spirit of partnership, and record:
  - (a) The parties' recognise and agree to adhere to their obligations of good faith.
  - (b) The parties will consult with each other about any matter which either party considers may materially affect their relationship or the Players covered by this Memorandum of Understanding.
  - (c) The parties recognise the importance of this Memorandum of Understanding being monitored as a part of the spirit of partnership.
  - (d) Neither party may contract out of, undermine, or act contrary to any provisions of this Memorandum of Understanding. In particular, no party may enter into, or attempt to enter into, any arrangement pursuant to which a Player might be required to surrender any of the rights given to her under this Memorandum of Understanding.
  - (e) the parties acknowledge that observing the values set out in the Rugby Way is in their mutual interests and the best interests of the Game.

## 2. Parties

- 2.1 This Memorandum of Understanding is between:
  - (a) New Zealand Rugby Union Incorporated (the **NZRU**); and
  - (b) Rugby Players Collective Incorporated (the **RPC**).

(the NZRU and the RPC together are referred to as the **parties**)

### 3. Term

- 3.1 This Memorandum of Understanding will be deemed to have come into force on 1 January 2020 and will continue until 31 December 2021 (the **Term**). Each calendar year ending 31 December from the commencement of the Term shall be referred to as a **Contract Year**.

### 4. Variation

- 4.1 The parties recognise that circumstances may arise which make it desirable to vary this Memorandum of Understanding. A party seeking a variation must submit a written proposal to the other party outlining the reasons for the proposal. The parties must, wherever practical, meet within seven (7) days of service of this written notice with a view to considering and responding to the proposal. A variation must be made in writing and be agreed by the parties.
- 4.2 This Memorandum of Understanding refers to a number of protocols and regulations that have been, or will be, developed and agreed between the parties. These documents (only insofar as they apply to this Memorandum of Understanding and Players) are deemed to form part of this Memorandum of Understanding, and include:
- (a) NZRU Betting and Anti-Corruption Regulations;
  - (b) NZRU Player Eligibility and Player Movement Regulations;
  - (c) NZRU Supplements Regulations; and
  - (d) NZRU Illicit Drugs Policy.

### 5. Coverage

- 5.1 This Memorandum of Understanding contains the terms and conditions of employment for all Players who are employed to provide Employment Services for the Team and Squad.
- 5.2 For the avoidance of doubt, this Memorandum of Understanding does not apply to all women's Provincial Union teams or female age group representative side.
- 5.3 From time to time NZR may invite a player to be part of the Black Ferns Wider Training Group through a letter of invitation. This is a means of informing the player and their Provincial Union HP Manager in writing that the player is of interest to the Black Ferns Management, and that she may be invited to assemble with the Squad in the short to medium term pursuant to an Interim Contract. Alongside the letter of invitation, the player will also be provided with a copy of the Black Ferns Schedule of Assembly.

## 6. The Employment Environment

6.1 Players will be employed to provide Employment Services to the Team.

6.2 The parties recognise that:

- (a) the nature of the employment relationship created pursuant to this Memorandum of Understanding is that of part-time, fixed term employment;
- (b) when Players are required to perform Employment Services, they must be retained pursuant to the terms of this Memorandum of Understanding and a Black Ferns Contract, or a Black Ferns Interim Contract (referred to as Playing Contracts), for the length of time for which they are required to perform such Employment Services.
- (c) the operational requirements of the NZRU are such that fixed term employment arrangements are necessary, and that nothing in this Memorandum of Understanding will be interpreted to give rise to an expectation that any such fixed term will lead to further employment;
- (d) the Playing Contracts created pursuant to this Memorandum of Understanding are fixed term employment agreements established on reasonable grounds taking into account the NZRU's genuine business needs (and therefore acknowledged by the parties as meeting the requirements of section 66 of the Employment Relations Act 2000).

6.3 The NZRU may, by using the Black Ferns Contract or the Black Ferns Interim Contract provided at Appendix 1 or Appendix 2, enter into an employment relationship with a Player.

## Part 2 – Assembly

### 7. Assembly

- 7.1 A Player retained pursuant to a Playing Contract may be required to assemble to provide her Employment Services.
- 7.2 For the purposes of this Memorandum of Understanding, **Assembly** shall constitute the following activities where a Player is required to assemble to provide her Employment Services:
- (a) Preparing for, and playing, a match for the Team;
  - (b) Preparation and Training Camps (which includes, but is not limited to, trainings, meetings, planning sessions) with the Black Ferns Squad;
  - (c) Travel to and from a Preparation and Training Camp, match or Promotional Activity;
  - (d) Promotional Activities within a period of Assembly; and
  - (e) Attendance at official functions.
- 7.3 For the avoidance of doubt, a Player may only be required to Assemble if she is retained pursuant to a Black Ferns Contract or a Black Ferns Interim Contract.

### 8. Schedule of Assembly

- 8.1 The parties will consult on the proposed Schedule of Assembly commitments for the Black Ferns Team and Squad for each Contract Year, but utilising a two-year rolling schedule where possible. The final Schedule of Assembly for each Contract Year will be made available to the RPC (and Players, where practicable) three months prior to its commencement. The Schedule of Assembly for the 2020 and 2021 Contract Years has been agreed prior to execution of this Memorandum of Understanding based on 88 and 96 days of Assembly respectively.
- 8.2 In the event that any significant changes in relation to the number of days Players are required to Assemble are proposed as part of a future Schedule of Assembly for a Contract Year, these changes will need to be agreed between the parties.
- 8.3 The parties recognise that the Schedule of Assembly may vary during a Contract Year. In the event of any proposed change to the Schedule of Assembly, the parties will



immediately consult. In the event that a variation is made, any Player whose availability is impacted by the variation will be worked through in good faith.

- 8.4 The NZRU shall provide Players with, where practicable, at least 4 weeks' notice of their selection to assemble as part of the Black Ferns Squad or Team.
- 8.5 The parties agree to consult in relation to the arrangements for the integration of any Black Ferns 7s Players into the Black Ferns environment in preparation for Rugby World Cup 2021.

## 9. Regional Expectations

- 9.1 It is recognised that, when a Player is not Assembled, the Player may be required to perform Employment Services at a regional training location.
- 9.2 Each Player will have an Individual Personal and Performance Development Plan that will outline their weekly structure including work/study, rugby (personal and performance development) and other obligations in respect of their time. This Plan is to be agreed between the NZRU Nominated HP Manager, NZRPA Black Ferns PDM and the Player, and available to Black Ferns coaches and management.
- 9.3 Players will be expected to attend and comply with their Provincial Union High Performance Programme in which they will be required to commit to between 10-14 hours per week for training (including club training and matches) with no more than 8 of those hours to be able to be worked between 9am-5pm Monday to Friday unless exceptional circumstances (such as shift work or evening study) require more time spent training during those hours, in which case, such hours are to be agreed on a case by case basis between the Player, RPC and NZRU.
- 9.4 Where a Player's primary place of residence makes it impractical to attend a regional training base, alternative arrangements will be discussed and agreed in good faith. Any dispute over the alternative arrangements may be referred to the dispute resolution procedures.
- 9.5 Players employed on a Black Ferns Contract are required to support club rugby and be available for selection to a Farah Palmer Cup team during the term of their Black Ferns Contract unless agreed otherwise between NZRU and the Player, such agreement not to be unreasonably withheld.

## 10. Assembly costs met by a third party

The parties recognise that the Team may be Assembled on the basis that the cost of Assembly is met by a third party. In such circumstance, the parties agree to meet to discuss how the revenue should be reflected in NZRU Player Generated Revenue and

the Player Payment Pool, on the basis that neither party benefits unfairly from the arrangements either by double dipping or missing out on revenue that should fairly be categorised as NZRU Player Generated Revenue.

## Part 3 – Contracting Structure and Player Payments

### 11. Contracting Structure Overview

11.1 Every Player required to provide Employment Services must be retained pursuant to this Memorandum of Understanding on one of the following **Playing Contracts**:

- (a) a Black Ferns Contract; or
- (b) a Black Ferns Interim Contract.

### 12. Black Ferns Contract Structure

12.1 In 2020 and subsequent Contract Years, the NZRU will contract a minimum of 30 Players, who must be retained pursuant to a **Black Ferns Contract** with a minimum Term of one Contract Year (“the Squad”). At least 28 of those Players must be offered contracts by 1 December and at least a further 2 by the end of February in the following Contract Year. NZR may contract up to a maximum of 35 Players. Those contracted on a Black Ferns Contract after the end of February are to be paid the relevant retainer on a pro rata basis for the balance of the Contract Year.

12.2 The NZRU and a Player will become parties to a Black Ferns Contract by completing and executing an agreement in the form annexed as Appendix 1 to this Memorandum of Understanding.

12.3 Every Player retained pursuant to a Black Ferns Contract agrees to:

- (a) be a part of the Black Ferns Performance Programme; and
- (b) be available for the Assembly commitments relating to the Team and the Squad as set out in the NZRU’s Assembly Schedule for each Contract Year; and
- (c) undertake an Individual Personal and Performance Plan when not Assembled.

12.4 A Player retained pursuant to a Black Ferns Contract is entitled to the payment of:

- (a) A Player Retainer; and
- (b) Assembly Fees when Assembled;

which must be recorded in the Player’s Black Ferns Contract.

12.5 All payments to which a Player is entitled under her Black Ferns Contract must be paid in the month following the period during which they were earned.

12.6 In 2020 and 2021, a fund of \$150,000, will be available for distribution from the Player Payment Pool to Players (payable in 1 lump sum on or about 31 December in each

Contract Year) who have been employed on a Black Ferns Contract during the Contract Year on a pro-rata basis to be confirmed by the RPC. This fund shall be known as the **Black Ferns Legacy Fund**.

### 13. Black Ferns Interim Contract

13.1 The NZRU may contract additional or replacement Players to the Team or Squad as and when required on a **Black Ferns Interim Contract** with a minimum Term of one week and a maximum Term of one Contract Year.

13.2 The NZRU and a Player will become parties to a Black Ferns Interim Contract by completing and executing a document in the form annexed as Appendix 2 to this Memorandum of Understanding.

13.3 Every Player employed pursuant to a Black Ferns Interim Contract agrees to:

(a) be available for the Assembly commitments relating to the Team or Squad as set out in the NZRU's Assembly Schedule during the Term of her Black Ferns Interim Contract; and

(b) undertake an Individual Personal and Performance Plan.

13.4 A Player retained pursuant to a Black Ferns Interim Contract is entitled for the duration of the contract to the payment of:

(a) A Weekly Retainer Fee of \$750 per week (or pro rata for a part week) with a minimum of one week; or

(b) Assembly Fees when Assembled with the Team or Squad.

which must be recorded in the Player's Black Ferns Interim Contract.

13.5 All payments to which a Player is entitled under her Black Ferns Interim Contract must be paid in the month following the period during which they were earned.

### 14. Termination of Playing Contract

14.1 The term of a Black Ferns Contract, or Black Ferns Interim Contract shall be agreed between the parties. Each such Playing Contract shall be regarded as terminated upon the expiry of its Term.

14.2 The NZRU may terminate a Playing Contract in the case of serious misconduct, in accordance with this Memorandum of Understanding.

14.3 A Player and the NZRU may, at any time during the term of a Playing Contract, agree to terminate their employment relationship on such terms as they may negotiate between themselves. Notwithstanding this, in the event that a player who is party to

a Black Ferns Contract wishes to retire from providing Employment Services following the conclusion of the RWC 2021, the parties have agreed that such a player will receive a further three (3) months of their Black Ferns Contract Retainer provided that:

- (a) The Player has given formal notice to the NZRU of their intention to retire no later than one (1) month following the conclusion of the WRWC 2021; and
- (b) The Player shall remain available to perform Promotional Services during the period that they continue to receive Retainer payments, on the basis that the NZRU will access them on a reasonable basis, having regard to other career transition commitments that the Player may have.

14.4 Where the NZRU determines a Player will not receive a Playing Contract for the following year, NZRU will notify that Player by 1 December of such decision, and with effect from 1 December in that Contract Year make payment to the Player of 2 months retainer pro-rata based on their annual retainer).

14.5 In addition to the above termination provisions, if a Player is offered a Black Ferns 7's Contract during the term of the Player's Black Ferns Contract, the Player may with the agreement of NZRU, not to be unreasonably withheld, give notice to the NZRU that she wishes to terminate her Black Ferns Contract and enter into a Black Ferns 7's Contract.

## 15. **Commuting from a Black Ferns Interim Contract to a Black Ferns Contract**

15.1 The parties acknowledge that the NZRU may require Players to Assemble who are retained pursuant to a Black Ferns Interim Contract.

15.2 Where a Player is a party to a Black Ferns Interim Contract and is Assembled with the Team or Squad for:

- (a) a total of 25 days in any Contract Year and has been selected to assemble with a Black Fern's Team in that Contract Year; or
- (b) a total of 50 days in any Contract Year,

that Player's Black Ferns Interim Contract will, at the option of the Player, terminate and the NZRU and the Player must then immediately become parties to a Black Ferns Contract by completing and executing a document in the form annexed as Appendix 1. Players who have commuted to a Black Ferns contract pursuant to this clause will not count towards the minimum contracted Players in clause 12.1. For clarification, Players who commute to a Black Ferns contract will not be eligible for the Savings Scheme or Legacy Fund in that Contract Year.

15.3 The Player will be entitled to receive a Retainer in accordance with this Memorandum of Understanding, this will be paid pro rata from the date of commute till the conclusion of the Contract Term.

## 16. Retainers

- 16.1 Every Player who is retained pursuant to a Black Ferns Contract shall be entitled to receive a **Retainer** in accordance with this clause and her Black Ferns Contract or Black Ferns Interim Contract.
- 16.2 A Retainer is an amount of money which is paid by the NZRU to a Player in relation to Contract Year 2020 and 2021 in consideration of the provision of her Services during the Contract Year. The Player Retainer is payable by the NZRU irrespective of whether the Player is selected for the Team or whether she is unable to play Rugby due to suspension, illness, injury or other genuine unavailability.
- 16.3 At the same time as contracting Players pursuant to a Black Ferns Contract, the NZRU will offer each Player a Retainer.

### *Black Ferns Contract Retainers*

- 16.4 When offering each Player on a Black Ferns Contract a Retainer, the NZRU must ensure that the Players are retained in accordance with the following provisions:
- (a) Every Player must receive a minimum guaranteed Retainer of \$20,000 for the Contract Year; and
  - (b) Not less than twenty-five (25) Players must receive a minimum guaranteed Retainer of \$25,000 for the Contract Year; and
  - (c) Not less than twenty-three (23) Players must receive a minimum guaranteed Retainer of \$30,000 for the Contract Year; and
  - (d) Not less than twenty-one (21) Players must receive a minimum guaranteed Retainer of \$35,000 for the Contract Year; and
  - (e) Not less than nineteen (19) Players must receive a minimum guaranteed Retainer of \$40,000 for the Contract Year; and
  - (f) Not less than sixteen (16) Players must receive a minimum guaranteed Retainer of \$45,000 for the Contract Year; and
  - (g) Not less than eleven (11) Players must receive a minimum guaranteed Retainer of \$50,000 for the Contract Year; and
  - (h) Not less than six (6) Players must receive a minimum guaranteed Retainer of \$55,000 for the Contract Year.
- 16.5 In applying the preceding clause:
- (a) no Player under the age of 20 years as at 1 January of the Contract Year, shall be engaged on a Contract higher than Tier 8 and

- (b) no Player under the age of 22 years as at 1 January of the Contract Year, shall be engaged on a contract higher than Tier 5

Provided that where a Player has completed three years on a Black Ferns Contract, clause a) and b) will not apply and the Player can be engaged on any Tier level of contract.

16.6 The above clauses are illustrated in the following table:

Retainer Tiers	No. of Players	Retainer Level
1	6	55,000
2	5	50,000
3	5	45,000
4	3	40,000
5	2	35,000
6	2	30,000
7	2	25,000
8	5	20,000

## 17. Assembly Fees

- 17.1 Every Player who is employed on a Black Fern's Contract or a Black Ferns Interim Contract and who is Assembled is entitled to receive an **Assembly Fee**.
- 17.2 The Assembly Fee is an amount of money which is paid by the NZRU to each Player when she is Assembled with the Team or Squad and required to provide her Employment Services.
- 17.3 During the Term, the Assembly Fee for Players on a Black Ferns Contract shall be set at \$2,000 per week (pro-rata for part weeks).
- 17.4 For Players employed on a Black Ferns Interim Contract, the Weekly Retainer Fee will be \$750 per week (with a minimum payment of a week) for the duration of the contract unless Assembled in which case they will receive an Assembly Fee of \$2,000 per week (pro-rata for part weeks).

- 17.5 Any Player who has been named in a Black Ferns Team and is unable to assemble post-team-naming due to injury or illness, will be entitled to receive 80% of Assembly Fees.
- 17.6 Where a Player, who is party to an Black Ferns Contract with a New Zealand Black Ferns Retainer, and is not required to assemble as part of the Black Ferns Squad (ie as part of a camp), due to injury or illness, the NZRU is obliged to make payment to that Player of 80% of Assembly Fees.
- 17.7 Where a Player, who is party to a Black Ferns Contract with a New Zealand Black Ferns Retainer, was a member of the most recent initially selected Team, and becomes unable to be selected as part of the Black Ferns Team, due to illness or injury (subject to this MOU), the NZRU is obliged to make payment to that Player of 80% of Assembly Fees in respect of each period of assembly for the Team until the occurrence of the earliest of the following events:
- (a) the expiry of twelve months following such illness or injury;
  - (b) the expiry of the Player's contract Term; or
  - (c) the Player is no longer prevented from training for and playing Rugby (as assessed in accordance with this MOU).
- 17.8 A Player who would otherwise be selected to Assemble as part of the Black Ferns Team or Squad, but who, following discussion with the Player, is not selected because it is considered that they should not assemble due to rotation, recuperation, conditioning, rehabilitation or some other agreed reason is a Rested Player. A Rested Player is entitled to receive payment of any Assembly Fees which she would have received if she had been selected to the Team or invited to that period of Assembly unless agreed otherwise.

## 18. Bonuses and Prize Money

- 18.1 The NZRU may, in its discretion, pay bonuses to Players upon the attainment by the Team of a particular goal.
- 18.2 Any Prize Money won by the Team will be allocated as follows:
- (a) 50 percent will be allocated to the Players and Team Management (as confirmed by the NZRU) in a manner to be notified by the RPC; and
  - (b) 50 percent will be treated as NZRU Player Generated Revenue in accordance with the Collective Employment Agreement.



## 19. Player Payment Pool

- 19.1 Payments to Players made pursuant to this Memorandum of Understanding will be paid from the 'Women's Payments' category in Schedule 3 of the Collective Employment Agreement.
- 19.2 The NZRU will pay any compulsory employer contributions to a Kiwisaver Scheme to which any Player covered by this Memorandum of Understanding belongs out of the 'Women's Payments' category in Schedule 3 of the Collective Employment Agreement.
- 19.3 The NZRU will pay contributions to the Player Savings Scheme and Black Ferns Legacy Fund from the Player Payment Pool as set out in Schedule 3 of the Collective Employment Agreement as updated by the parties from time to time. The cost of the insurance cover provided in clause 58 will be paid from the 'Women's Payments' Category of Schedule 3 of the Collective Employment Agreement.
- 19.4 The Parties have agreed that it is appropriate that any funding to be provided by HPSNZ should be forecasted as part of NZRU Player Generated Revenue for so long as it is provided in respect of the Black Ferns Programme.
- 19.5 The parties have also agreed that should this funding not eventuate in full or in part, they will consult about the potential implications of any reduced funding.

## Part 4 – Property

### 20. Principles

- 20.1 **Player Property** means in respect of each Player any means of identifying that Player including but not limited to the Player’s name, nickname, image, signature, photograph, voice, talents, and any other identifying feature of the Player on, or in, any written or printed form or any audio, video and digital recordings and includes a licence of any relevant trade marks that the Player may have registered or which the Player may have or applied for registration.
- 20.1 Each individual Player owns her Player Property. This is each Player’s intellectual property.
- 20.2 For the purpose of this Memorandum of Understanding the NZRU owns the exclusive rights to the use of its property (including its names and logos and the names, logos and Uniforms of the Team). This is the NZRU’s intellectual property.
- 20.3 The RPC owns the exclusive rights to the use of its property (including its names and logos). This is the RPC’s intellectual property.
- 20.4 In this Memorandum of Understanding a **Uniform** of the Team is:
- (a) Any team strip worn by Players when playing in a match for the Team; and
  - (b) Any clothing issued to Players by the NZRU as part of the Team outfitting which, (apart from Formal Wear i.e. business attire, overcoats, formal shirts and formal shoes) incorporates the Team name and logo; or
  - (c) Any other apparel approved by the RPC (not to be unreasonably withheld).

### 21. Grant of Player Licence Property

- 21.1 Each Player grants to the NZRU, for the Term of this Memorandum of Understanding an exclusive licence to use, and to sub-license the use of, that Player’s Player Property by associating it with the name, logo and Uniform of the Team and in such a way as to identify that Player as a member of the Team. The property created by this association is the **Player Licence Property**.
- 21.2 For the purpose of the Player Licence Property, a Player is identified as a member of the Team if there is an association of the Player Property of three or more Players employed to provide their Playing Services for the Team:
- (a) in a single image, recording or publication, and in such manner so as each Player is clearly distinguishable;
  - (b) (subject to the relevant terms in this clause) in a Linked Marketing Campaign:

- (c) The practical application of paragraph (a) in respect of AV executions which utilise Player Licence Property is to be:
- (i) governed by the terms of the Memorandum of Understanding; and
  - (ii) guided by the style, content, and use of Player Licence Property that was assigned to and published by Sponsors and Broadcasters of the NZRU during the period 2012 – 2015, and on the basis that future executions are substantially similar to those publications.

The primary consideration is that any execution must create the overall impression of an association with a team, not with one or more individual Players. Each execution has to be considered on its own merits, but to provide the overall impression of a team association:

- (iii) each execution must include the use of at least one piece of group imagery, featuring three or more Players (in this context playing footage, featuring three or more Players, is regarded as group imagery);
- (iv) any execution may include individual imagery of Players but the group image or imagery must be sufficient to ensure the overall impression of the team association is maintained; and
- (v) in the opening sequences, there must be a strong association between the sponsor and the broadcaster and the relevant team.

One of the foundations of the Memorandum of Understanding is a relationship of partnership and consultation. The parties may agree to depart from these constraints if they agree that this would be appropriate in the circumstances. They also acknowledge that for this clause (c) to function in practice, open and early consultation is required, and an overriding attitude of co-operation.

21.3 For the avoidance of doubt, this clause does not prevent a Player (on her own behalf or with one other) from agreeing to provide her Player Property for the Promotion of Rugby, such as in radio advertisements encouraging fans to attend games.

## 22. Use of Player Licence Property

22.1 The NZRU may only use or deal with the Player Licence Property:

- (a) for the Promotion of Rugby; or
- (b) by assigning it to a Sponsor or Broadcaster;

in each case, in accordance with the provisions set out below.

22.2 The NZRU must notify and consult with the RPC prior to the assignment of the Player Licence Property in sufficient time for the RPC to raise any objection to that contemplated use and in sufficient detail to enable the RPC to be aware of:

- (a) the style of the proposed use, and the way in which the Player Licence Property will be used; and
- (b) any product or service with which the Player Licence Property may be associated.

For the avoidance of doubt, the NZRU does not have to provide every version of a proposed assignment for consultation, provided that prior to finalisation, the RPC have been given sufficient time to allow the above assessment to be made.

22.3 If the RPC wishes to raise objection to any proposed assignment the parties may rely upon the problem resolution procedures in this Memorandum of Understanding.

22.4 For the avoidance of doubt, nothing in this Part provides any right to produce Commercial Merchandising Products.

## 23. Use of Player Licence Property for Promotion of Rugby

23.1 The **Promotion of Rugby** means any print media publication (for example, posters, billboards and print advertising), internet or new media publication, or radio or television broadcast (including advertising) which has, as its primary purpose, the promotion of Rugby in New Zealand, or one or more games of Rugby involving the Team.

23.2 Material is not regarded as promoting Rugby if its primary purpose is the promotion or endorsement of, or association with Sponsors or Broadcasters, or Sponsors' or Broadcasters' products or services.

23.3 For the avoidance of doubt, a publication or broadcast may include incidental use of commercial logos while having as its primary purpose the Promotion of Rugby.

## 24. Assignment of Player Licence Property to Sponsors and Broadcasters

24.1 The NZRU may, following notification and consultation with the RPC, assign the Player Licence Property to a Sponsor or Broadcaster for the purpose of allowing that Sponsor or Broadcaster to associate the Player Licence Property with itself or its goods or services.

24.2 A **Sponsor** is a party with whom the NZRU has entered into an agreement for the promotion of goods or services excluding the promotion of Licensed Products.

24.3 A **Broadcaster** is a party with whom the NZRU has entered into an agreement for the recording and broadcasting of any Rugby game played by the Team. For the avoidance of doubt, a Broadcaster includes sub-licensees and subsidiaries provided that any assignment of Player Licence Property to those sub-licensees and subsidiaries has been approved by the RPC.

24.4 Except as provided in this Part, the NZRU may not assign the Player Licence Property to a party other than a Sponsor or Broadcaster (nor may a Sponsor or Broadcaster assign the Player Licence Property to any party, or allow any party to use the Player Licence Property otherwise in accordance with this clause), except with the written consent of the RPC.

24.5 The NZRU must provide notice annually to the RPC of:

- (a) the Sponsors and Broadcasters with whom such commercial arrangements have been concluded (and/or to whom the Player Licence Property has been assigned);
- (b) the products or services to which such commercial arrangements (and/or the assignment of the Player Licence Property) relate; and
- (c) the types of activities which the Player may be required to perform for each Sponsor or Broadcaster as a consequence of such commercial arrangement (and/or in conjunction with the assignment of the Player Licence Property).

## 25. Personal Promotions by Players

25.1 A **Personal Promotion** is an activity undertaken by a Player which involves the use by:

- (a) the Player; or
- (b) another person or organisation,

of that Player's Player Property for the specific endorsement or promotion of goods and services:

- (i) including writing articles, books or other publications (including internet or new media publications) or providing commentary or critique, where any such activity is for the direct or indirect endorsement or promotion of a third party's goods and services; but
- (ii) excluding Media Interviews.

25.2 A Player may perform a Personal Promotion subject to the terms of this Memorandum of Understanding.

- 25.3 A Player may not, in performing a Personal Promotion, use, or allow the use of, the names or logos of the NZRU, or the names, logos or Uniforms of the Team without the consent of the NZRU.
- 25.4 At least five (5) working days prior to undertaking a Personal Promotion (and earlier where reasonably possible) the Player must notify the NZRU and must provide information disclosing the nature and material details of the proposed promotion, but shall not be required to disclose payment or consideration. As part of such notification the Player must declare her understanding of the relevant obligations which she owes under the Memorandum of Understanding.
- 25.5 The NZRU will, within two (2) working days, acknowledge receipt of such notice.
- 25.6 Where reasonably possible, the NZRU will at the same time indicate whether or not it takes objection to the proposed Personal Promotion. In any event the NZRU must give written notice notification of an objection, and the reasons for such objection, to the Player within five (5) working days of receipt of notification of the proposed promotion. From the time of notification of any objection by the NZRU until resolved, the Player may not undertake the proposed Personal Promotion.
- 25.7 The NZRU may only object to a Player performing a Personal Promotion if:
- (a) it would place the NZRU in breach of a contractual agreement with a Sponsor or Broadcaster; or
  - (b) it would place the Player in breach of this Memorandum of Understanding; or
  - (c) it would involve disclosure of confidential information; or
  - (d) it would be likely to bring the game of Rugby or the NZRU, into disrepute; or
  - (e) it will conflict with a product or service of a significant Sponsor or Broadcaster (which is the subject of a commercial arrangement with the NZRU) and the NZRU can demonstrate that the Personal Promotion will have a significant negative financial impact on current or future NZRU Player Generated Revenue as determined in accordance with the factors in clause 25.11; or
  - (f) it is a campaign in television, radio, print, internet or other on-line or social media and involves the use together of Player Property of three or more Players. For the purposes of this sub-clause, a campaign means an organised series of advertising, promotional or marketing messages which can be exhibited over an extended period of time utilising multiple platforms or media channels that share a specific idea or theme; or
  - (g) it would result in promotion of a product or service that, if used or undertaken by a Player, may constitute a breach of an NZRU policy or

regulation (including the protocols and regulations set out in clause 4.2), or a Playing Contract.

25.8 For the sake of clarity (subject to the preceding sub-clause), the NZRU may not object to a Personal Promotion solely on the ground that it involves more than one Player.

25.9 The fact that a product or service which is the subject of the Personal Promotion is sold or marketed in competition to a product or service sold or marketed by a Sponsor or Broadcaster does not, of itself, constitute grounds for the NZRU to object to a Personal Promotion.

25.10 In this Part, in relation to the NZRU, a **significant Sponsor or Broadcaster** means a Sponsor or Broadcaster contributing over \$1m per annum to NZRU Player Generated Revenue.

25.11 In this Part in determining whether a Personal Promotion will have a **significant negative financial impact**, the NZRU is entitled to base its assessment on the following indicators:

- (a) the amount of revenue the significant Sponsor or Broadcaster provides to the NZRU;
- (b) the likelihood and size of potential reduction in that level of that Sponsor or Broadcasters contribution to the NZRU's revenue either immediately or on renewal;
- (c) the categories of goods and services that are potentially conflicted;
- (d) whether the product/service is leveraged by the Sponsor or Broadcaster in the market;
- (e) the likelihood of non-renewal;
- (f) the overall length of the Sponsor or Broadcaster relationship;
- (g) the strength of the association in the market between the product or service and the relevant intellectual property; and
- (h) the potential impact on other sponsors of the NZRU.

25.12 The NZRU may enter into a separate agreement with an individual Player for use of that Player's Player Property.

25.13 At the time that a Player enter into a Playing Contract, she will disclose to the NZRU any existing personal sponsorship, promotional or endorsement arrangements she has with any third party.

## 26. Publications

- 26.1 This clause applies in the event that a Player is contemplating writing an article or book.
- 26.2 In such circumstances, the Player must, at least five (5) working days prior to undertaking such activity, notify the NZRU and declare her understanding of the relevant obligations which she owes under the Memorandum of Understanding.
- 26.3 For the purpose of promoting or publicising any publication under this clause, a Player may, with the NZRU's agreement, use in promotional publicity material the names, logos and Uniform of the Team.

## 27. Player Attributes and Player Performance Information

- 27.1 This part applies to Player Attributes and the information that is generated from measuring those attributes (PPI) while Players are performing Employment Services.

The terms of this Part of this MOU will determine who owns the Player's attributes and how PPI is to be dealt with by the parties.

### 27.2 Definitions

**"Data Measuring Device"** means a device that captures PPI, while a Player is performing her Employment Services.

**"match"** in this part means a match that is covered by this MOU;

**"Medical information"** means information collected during a Player's employment which is related to the Player's illness and injury diagnosis, rehabilitation, recovery, and injury prevention.

**"Player Performance Information (PPI)"** means information about a Player's Attributes which is measured and collected by NZR, while a Player is performing Employment Services.

**"Player Attributes"** means:

- (i) a Player's skills, movement, effort, speed, playing style or sensory perspective;
- (ii) strength, speed, agility, heart rate and other physiological characteristics;
- (iii) a Player's biometric attributes e.g. sleep, skinfold, temperature, height, weight; and
- (iv) Wellness attributes which are self-rated by Players such as muscle soreness, mental state, rate of perceived energy used.



**“Player and Team Development”** means any methods, techniques, systems or programmes used by NZR to develop a Player or Team’s training or playing performance.

**“virtual technologies”** includes technologies or future technologies such as artificial intelligence, virtual reality, augmented reality or any computer-generated imagery.

### 27.3 **Player Attributes**

A Player owns her Player Attributes and consents to NZRU measuring those Player Attributes and using the information generated by such measurement (PPI) in accordance with this Part.

### 27.4 **Personal Information**

PPI and Medical Information in relation to each Player is personal information and the Privacy Act 1993 and the Health Information Privacy Code applies to the collection, storage, access to and use of such information.

### 27.5 **Collection of PPI**

- (a) Where a Player is required to wear, or be subject to, a Data Measuring Device in the course of providing Employment Services to NZRU the following will apply:
  - (i) the device must comply with any applicable World Rugby regulations;
  - (v) where the device involves internal consumption or other invasive procedure, each Player’s informed consent is obtained;
  - (vi) the Player must have been informed as to what PPI is being collected on the device; and
  - (vii) the purpose for collection of the PPI is within the approved purposes under this Collective Agreement;

### 27.6 **Use of PPI**

- (a) **PPI** can be collected by the Player or NZRU, for the purposes of Player and Team Development and can be used by NZR, a Super Rugby Club or Provincial Union for such purposes without the need for further Player consent.
- (b) **PPI** can be used by NZRU for the purposes of creating virtual products (through virtual technologies) for Player and Team Development without the need for further Player consent.
- (c) For the avoidance of doubt, **PPI** cannot, except where it could be obtained by the legitimate public observation of a Player training or playing:

- (i) be assigned to a Sponsor or Broadcaster or other third party, or used for Promotion of Rugby; or
- (ii) be used to create virtual products for the Promotion of Rugby or for assignment to a Sponsor or Broadcaster or other third party; or
- (iii) be used as a licensed product;

without individual Player consent.

- (d) The RPC may, in its discretion, consent to the NZRU using PPI and assigning it to a Sponsor or Broadcaster for team based promotions provided that the data is aggregated and it does not identify or associate with any individual Player.
- (e) A Player may not use PPI for any commercial purpose without the consent of NZR.
- (f) PPI can be used by NZR for the purposes of contracting or re-contracting a Player onto a Playing Contract.
- (g) The Parties acknowledge that Players have consented to the use by NZRU of the following Player Attributes for the promotion of rugby including in media guides, match programmes, broadcast footage and all official NZRU platforms (including social media platforms): age, height, weight, ethnicity, place and date of birth.

## 27.7 Existing Arrangements

Existing commercial arrangements in relation to the collection, ownership, storage and use of PPI, properly entered into by NZRU before the commencement date of this Collective Agreement will continue to apply, even if inconsistent with this Collective Agreement, until their expiry.

## Part 5 – Commercial Merchandising Programme

### 28. Commercial Merchandising Programme

28.1 The parties acknowledge that the NZRU has the sole right to produce, and to license others to produce, products designed for sale to the public that use the NZRU's name and logo and the names, logos and Uniforms of the Team.

Such products are **Licensed Products** and may include, but are not limited to, clothing, headwear and other apparel, Rugby equipment, memorabilia, games, computer or electronic games, fantasy games, novelties, printed products, videos and trading cards.

28.2 **Commercial Merchandising Products** are limited, for the purposes of this Memorandum of Understanding, to Licensed Products which include the use of:

- (a) the Player Licence Property (to create **Team Based Products**); or
- (b) an individual Player's Player Property (to create **Player Based Products**);

provided that a Licensed Product which utilises only NZRU intellectual property, but is promoted or packaged using Player Licence Property is not a Commercial Merchandising Product (albeit the revenue derived from the sale of such licensed property is NZRU Player Generated Revenue pursuant to clause 8.1 of the Collective Employment Agreement).

28.3 By way of example, the following are Team Based Products:

- (i) Team-based stickers;
- (ii) Team-based posters;
- (iii) Team-based videos;
- (iv) Team-based electronic and digital games;
- (v) Team-based novelties (including drinking mugs and containers, trading cards, glassware, key rings, pins, broaches, badges, magnets and mousepads).

28.4 By way of example, the following are Player Based Products:

- (i) a commemorative Rugby jersey signed by at least one and no more than three Players;
- (ii) a print or photograph of a Player (or of up to three Players) signed by that Player (or Players);

- (iii) novelties based on an individual Player's Player Property (or the Player Property of up to three Players) including drinking mugs and containers, glassware, key rings, pins, broaches, badges, magnets, and mousepads.

28.5 The parties acknowledge that:

- (a) production of a Team Based Product does not require the consent of the individual Players whose Player Property will be used (provided those Players are members of the Team); and
- (b) production of a Player Based Product requires the consent of an individual Player or Players (to allow for the use of that Player or Players' Player Property).

28.6 The NZRU is exclusively responsible for the production of Commercial Merchandising Products (the **Commercial Merchandising Programme**). Through the Term of this Memorandum of Understanding the NZRU will consult with, and involve, the RPC in the Commercial Merchandising Programme.

## 29. Sharing of Net Revenue

29.1 The parties agree to share the net revenue from the sale of each Commercial Merchandising Product in accordance with the following formulae (relevant to each particular product):

- (a) in the case of a Team Based Product:
  - (i) 50% will be paid to the NZRU in recognition of the use of its intellectual property; and
  - (ii) 50% will be divided equally between those individual Players whose Player Property is used in the Commercial Merchandising Product.
- (b) in the case of a Player Based Product:
  - (i) 20% will be paid to the NZRU in recognition of the use of its intellectual property; and
  - (ii) 80% will be paid to the Player, or divided equally between those Players, whose Player Property is used in the Commercial Merchandising Product.

29.2 Payments due under this clause are to be paid quarterly following the receipt by the NZRU of revenue.

## Part 6 – Promotional Services

### 30. Promotional Services

30.1 Players agree to provide their Promotional Services to the NZRU.

30.2 **Promotional Services** means Rugby, Community and Charitable Promotional Services and Commercial Promotional Services.

30.3 **Rugby, Community and Charitable Promotional Services** means an activity which has as its primary purpose the promotion of Rugby as follows:

- (a) performing educational visits and public relations and charitable activities and including community and game development;
- (b) attending photographic, filming or recording sessions in conjunction with the use by the NZRU of the Player Licence Property for the Promotion of Rugby; and
- (c) attending NZRU functions and functions hosted by any provincial union, rugby club or non-commercial organisation hosting the Team of which the Player is a member,

and in each case includes required travel associated with any such activity. Rugby, Community and Charitable Promotional Services do not include Media Interviews.

30.4 **Commercial Promotional Services** means an activity which has as its primary purpose the promotion of a Sponsor or Broadcaster, or a Sponsor's or Broadcaster's products and services, as follows:

- (a) attending activities and functions (in a group of two or more Players from the Team, or as an individual (providing that the Player expressly agrees)) to promote a Sponsor's or Broadcaster's products and services as an obligation owed under a commercial arrangement between that:
  - (i) Sponsor or Broadcaster; and
  - (ii) the NZRU; and
- (b) attending photographic, filming or recording sessions for a Sponsor or Broadcaster required in conjunction with the assignment to that Sponsor or Broadcaster of the Player Licence Property,

and in each case includes required travel associated with any such activity. Commercial Promotional Services do not include Media Interviews.

## 31. Media Interviews

- 31.1 **Media Interviews** means any interview in television, radio and print, internet or new media (including “on-line” interviews and, subject to the provisions below, a publication on or through a Social Media Portal).
- 31.2 A Player may be required to perform Media Interviews when she is assembled with the Team (including official press conferences).
- 31.3 A Player may not be required to perform Media Interviews when she is not assembled with the Team but may do so at her discretion.

## 32. Social Media

- 32.1 A **Social Media Portal** is a vehicle which allows interaction between many users. It may be internet based or it may use mobile telephone technology – in any case to facilitate communication between users.
- 32.2 Subject to the provisions of this Memorandum of Understanding, the NZRU may utilise a Social Media Portal for the Promotion of Rugby and in this context:
- (a) may use the Player Licence Property;
  - (b) may require a Player to contribute interview content by way of a Media Interview;
  - (c) may not require a Player to contribute personal content other than through a Media Interview, or to maintain a personal site on any Social Media Portal.
- 32.3 A Player may maintain a personal site on a Social Media Portal, in which case any commentary on that site will be treated as a public statement by that Player and may be subject to the misconduct provisions in this Memorandum of Understanding.
- 32.4 Where the NZRU is seeking to use a Player’s personal social media account or handle as part of the use or assignment of Player Licence Property, the consent of that player will first be obtained.

## 33. Notice of requirement to perform Promotional Services

- 33.1 The NZRU must provide notice annually to the RPC and to Players of:
- (a) the Sponsors and Broadcasters with whom commercial arrangements have been concluded (and/or to whom the Player Licence Property has been assigned);
  - (b) the products or services to which such commercial arrangements (and/or the assignment of the Player Licence Property) relate; and

- (c) the types of activities which the Player may be required to perform for each Sponsor or Broadcaster as a consequence of such commercial arrangement (and/or in conjunction with the assignment of the Player Licence Property).

33.2 Where practicable, the NZRU will provide a Player with seven (7) days' initial notice of any requirement (if within period of Assembly) or request (if outside a period of Assembly) to perform Promotional Services. It is sufficient if such notice consists of written information about the fact of the requirement/request (including the relevant Sponsor or Broadcaster (if relevant), the date for performance and the nature of the activity or function). Provided that it complies with this sub-clause, a weekly team sheet may be used for this purpose.

33.3 Except when Assembled with the Team, the Player may decline to attend a Promotional Services activity and the NZRU can proceed to approach another Player to perform the Promotional Service.

33.4 At least 24 hours prior to the function or activity the NZRU must provide written notice of the following matters to the Player:

- (a) the Sponsor or Broadcaster (or, in the case of Rugby, Community and Charitable Promotional Services, other organisation) in respect of whom the Promotional Services are required;
- (b) in the case of Commercial Promotional Services, the particular product or service to which the Promotional Services relate;
- (c) the time of the activity or function and its duration (including required travelling time);
- (d) the person who will have responsibility for the organisation of the activity or function (including relevant contact details);
- (e) the team uniform the Players should wear to the activity (or advise that NZRU will provide uniform); and
- (f) the other Players who will be involved in the activity or function.

## **34. Limitations on Requirement to perform Promotional Services**

34.1 The following limitations apply to the performance of Promotional Services:

- (a) a Player may only be required to provide Promotional Services as a member of the Team if she is retained pursuant to a Black Ferns Contract or a Black Ferns Interim Contract.
- (b) A Player may only be required to provide Promotional Services outside of Assembly if the Player provides her consent.

- (c) In each Contract Year, a Player may be required by the NZRU:
  - (i) To perform a maximum of 20 hours of Promotional Services during periods of Assembly; and
  - (ii) To sign a maximum of 250 items in respect of the Team.

34.2 A Player is not obliged to perform Promotional Services in excess of the prescribed maximums in this clause. The Player may, however, agree to perform additional Promotional Services or any number of Promotional Services outside of Assembly.

34.3 A Player may, with her consent (not to be unreasonably withheld), be required to travel overseas to perform Promotional Services for the Team outside of a period of Assembly. In this case the Player will be entitled to be paid an Assembly Fee and the time taken travelling to and performing the Promotional Service will not be taken into account in the calculation of that Player's provision of Promotional Services for the purposes of clause 34.2(c) .

## **35. Payment for performing Promotional Services in Certain Circumstances**

35.1 Where a Player performs Promotional Services for the Black Ferns Team or Squad (including the promotion of relevant professional competitions for the NZRU) during a period of Assembly, the Player's attendance and amount of activity will be monitored by the NZRU and provided to the RPC at the end of each Contract Year. The Player, on or about 31 December in the relevant Contract Year, will be paid a pro-rated share of the amount of \$420,000 (gross) from the Player Payment Pool, based on the total amount of the Player's Promotional Services hours performed during a period of Assembly for the Contract Year as a proportion of the total amount of all Players' Promotional Services hours (whether covered by this or any other Memorandum of Understanding or the Collective Employment Agreement) in that same Contract Year.

35.2 Where a Player agrees to provide Promotional Services outside of a period of Assembly, that Player will be paid \$250 for a half day (up to 4 hours including travel) and \$500 for a full day's (between 4 and 8 hours including travel) attendance at the Promotional Activity.

35.3 The NZRU will reimburse the actual and reasonable costs (including travel, accommodation and meals) associated with the Player performing the Promotional Services.

35.4 The Player Payment Pool will contribute a fund of \$25,000 annually for Black Ferns promotional work to be paid in accordance with clause 35.2.

## **36. Other provisions relating to Promotional Services**

36.1 A Player may not be required to perform Promotional Services:



- (a) where the requirement would interfere unreasonably with the work or study commitments of the Player;
- (b) during any period of that Player's Leave;
- (c) where there is a bereavement in the Player's family;
- (d) where the requirement would interfere with the Player's study commitments;
- (e) where the requirement would interfere with the Player's ability to provide her Playing Services;
- (f) where the NZRU has failed to provide the Player any notice required by this clause;
- (g) where the Player has other reasonable grounds for not performing the Promotional Services.

## Part 7 -Eligibility

### 37. Eligibility

37.1 To be eligible to play for the Team, a Player must:

- (a) Be party to a Black Ferns Contract or a Black Ferns Interim Contract agreed pursuant to this Memorandum of Understanding; and
- (b) Be eligible to represent New Zealand national representative teams under Regulation 8 of World Rugby Regulations Relating to the Game, as may be amended by World Rugby from time to time; and
- (c) Satisfy the additional requirements for selection in a New Zealand national team as determined by the NZRU Board from time to time (**NZRU National Teams Selection Policy**); and
- (d) Have completed the mandatory elements of the Induction programme developed pursuant to clause 60.

## Part 8 – Employment Environment

### 38. Player Obligations

38.1 By becoming a party to a Playing Contract under this Part, a Player agrees:

- (a) to provide her Employment Services to the NZRU in accordance with her Playing Contract and with the provisions in this Memorandum of Understanding;
- (b) to wear or use Sponsors' products and services while providing her Services to the NZRU provided that:
  - (i) such products and services are reasonably expected to be worn while providing Services;
  - (ii) a Player may use Tools of the Trade of her selection (subject to this Memorandum of Understanding);
  - (iii) to wear or use Sponsors' footwear incorporating the latest technology provided such footwear meets:
    - (A) the Player's individual medical and physiological requirements (as certified by a registered medical practitioner); and
    - (B) the Player's reasonable performance requirements;
- (c) to wear a mouthguard in the course of playing Rugby for the Team or when contact training;
- (d) while selected for the Team:
  - (i) to play to the best of her ability and in accordance with the Laws of the Game, the NZRU rules and regulations and any relevant competition rules;
  - (ii) to maintain any prescribed level of fitness and other requirements of her individual performance plan as required;
  - (iii) to report promptly for and participate in all training sessions and matches as required;
  - (iv) to have a current New Zealand passport and be eligible to travel overseas and back to New Zealand with the Team (including being eligible to obtain any necessary visas); and

- (v) to act, dress and behave in a professional manner when travelling with or assembled with the Team;
- (e) not to make any comment to the media contrary to the best interests of the NZRU, Sponsors, Broadcasters or Rugby;
- (f) not to act contrary to the best interests of the NZRU or Rugby;
- (g) to comply with all applicable World Rugby and NZRU rules and regulations in force from time to time;
- (h) to comply with all reasonable directions of the NZRU (subject to this Memorandum of Understanding);
- (i) to provide access to the NZRU and the RPC to medical information relating to the Player (including injury history) for purposes related to the provision of Services including injury research and new contract medical assessments.

38.2 By becoming a party to a Playing Contract with a Player, the NZRU agrees:

- (a) to pay the Player in accordance with her contract;
- (b) to provide the Player all equipment, services, and access to facilities which are reasonably required by the Player to train for or play Rugby for the Team or Squad which will include:
  - (i) High performance rugby programming that includes technical and tactical skill coaching, biomechanical, strength and conditioning programming, nutritional advice and plans, medical and prehab/rehab support (sports physician, physio and massage) and sports psychology support that is appropriate for elite female rugby athletes; and
  - (ii) Access to quality gym facilities and an appropriate amount of training gear.
- (c) to arrange, and meet any expenses associated with any meals, travel and accommodation necessary for the Player when she is required to Assemble to provide her Employment Services;
- (d) provide travel to and from Matches and Series in accordance with NZR's travel policy (as amended from time to time);
- (e) to make contact with the Player to provide notice in advance of any public announcement of her non-selection to the Team, where she was selected for the Team on the last occasion when it was selected;

- (f) to act towards the Player in good faith, and to treat her fairly and reasonably in all aspects of her employment.

## **Part 9 – Monitoring**

### **39. Monitoring of Memorandum of Understanding**

39.1 The RPC may monitor this Memorandum of Understanding, particularly including the following things:

- (a) exercising the audit powers specified elsewhere in this Memorandum of Understanding;
- (b) the NZRU will hold a copy of every:
  - (i) Black Ferns Contract;
  - (ii) Black Ferns Interim Contract.

entered into pursuant to this Memorandum of Understanding and:

- (iii) any notice of termination of, or variation to, any such contract; and

the RPC shall be entitled to inspect all such documents pertaining to Players.

### **40. RPC's right to inspect documents**

Where any document is required to be made available for inspection by the RPC, the NZRU will:

- (a) notify the RPC that it has such documents for inspection by providing written notice to the RPC within seven (7) days' of their request for inspection; and
- (b) make the documents available for inspection by the RPC.

## Part 10 – Misconduct

### 41. On-field misconduct

- 41.1 The parties recognise that a Player who breaches the Laws of the Game in the course of a game of Rugby may be subsequently suspended from playing Rugby and in this way may be prevented from providing her Playing Services to the NZRU.
- 41.2 In such circumstance, the NZRU may not make deduction from any payment which would otherwise be made to that Player under this Memorandum of Understanding.
- 41.3 The parties acknowledge that it is mutually desirable for any sanction or suspension to be avoided or, in the alternative, mitigated.
- 41.4 In the event that the Player elects to have a legal representative other than the person offered by the NZRU for the purpose of arguing her case before a Judicial Officer, the NZRU will reimburse the actual and reasonable costs for the Player's legal representation (including legal, travel and accommodation costs) up to a maximum of \$2,000 (inclusive of GST).
- 41.5 No media statement will be made about any incident of on-field misconduct without the prior agreement of the NZRU and the RPC and/or the Player.

### 42. Serious Misconduct and Misconduct

- 42.1 The parties acknowledge that a Player's actions may constitute Serious Misconduct or Misconduct.
- 42.2 For the purposes of this Memorandum of Understanding:
- (a) The following conduct constitutes an act of **Serious Misconduct**:
    - (i) accepting a bribe or otherwise agreeing not to play any game of Rugby to the best of the Player's ability;
    - (ii) betting or gambling (or causing another person to bet or gamble on the Player's behalf) on the outcome of any game of Rugby in which the Player plays;
    - (iii) committing any doping offence in breach of any applicable doping rules or regulations or any competition rules; or
    - (iv) providing a false representation concerning the Player's ability to perform the Player's obligations under this Memorandum of Understanding or the Player's eligibility for selection for the Team.

Depending upon its seriousness, certain other conduct may amount to Serious Misconduct including:

- (v) refusing to participate fully in any training session or team assembly which the Player is required to attend as a result of selection for the Team;
  - (vi) unreasonably refusing to perform any Employment Services;
  - (vii) breaching the Player's confidentiality obligations under this Memorandum of Understanding;
  - (viii) being suspended from playing Rugby for a period in excess of two months;
  - (ix) acting contrary to the best interests of the NZRU or Rugby;
  - (x) breaching a requirement to seek consent or to provide notification; or
  - (xi) failing to disclose a criminal conviction or other involvement by the Player in a judicial process which may prejudice the Player's ability to provide her Employment Services to the Team; or
  - (xii) repeated instances of Misconduct by the Player; or
  - (xiii) committing an offence, in the course of employment, which is punishable by a period of imprisonment of two years or more.
- (b) an act of **Misconduct** is conduct of a less serious nature to Serious Misconduct which may include:
- (i) failure to attend training or to participate fully in any training session;
  - (ii) failure to assemble for a team as directed;
  - (iii) failure to attend and perform Promotional Services;
  - (iv) failure to maintain a prescribed level of fitness; and
  - (v) failure to comply with a rehabilitation programme issued by a medical practitioner appointed by the NZRU.

42.3 The NZRU must refer an allegation of Serious Misconduct or Misconduct to the Player alleged of such wrongdoing. Any such allegation may only be investigated pursuant to the procedures outlined in this clause, provided always that a frivolous or vexatious allegation need not be investigated. The referral of an allegation, and its investigation, is confidential between the Player, the NZRU and the RPC (unless otherwise required by law).



42.4 The NZRU is responsible for the investigation of an allegation of Misconduct. The NZRU as soon as it has received sufficient information to decide whether an allegation of Misconduct is appropriate, must:

- (a) immediately inform the Player of the fact and detail of the allegation of Misconduct; and
- (b) within 48 hours, and in a manner consistent with natural justice, initiate an inquiry to determine whether the allegation of Misconduct has been made out.

42.5 If, following this inquiry, the NZRU determines that the Player has committed Misconduct, it may:

- (a) counsel the Player and/or provide the Player with a written warning indicating that a repeat of the same or similar conduct may constitute Serious Misconduct; or
- (b) suspend the Player from playing Rugby for a period of up to two weeks.

42.6 The NZRU is responsible for the investigation of an allegation of Serious Misconduct. The NZRU, as soon as it has received sufficient information to decide whether an allegation of Serious Misconduct is appropriate, must:

- (a) immediately inform the Player and the RPC of the fact and detail of the allegation of Serious Misconduct;
- (b) within 48 hours, and in a manner consistent with natural justice, initiate an inquiry to determine whether the allegation of Serious Misconduct has been made out; and
- (c) at the conclusion of this inquiry provide the Player with a written summary of its findings.

42.7 Where a Player is subject to an allegation of serious misconduct, in the course of employment, and there are reasonable grounds to believe that there is an imminent risk to the safety or welfare of that Player or other personnel in the relevant team environment, the NZRU may suspend that Player from employment, on full pay, for a period not exceeding two weeks pending its investigation of the matter subject to having consulted with the Player about the reasons for seeking to impose such a suspension.

42.8 If, following this inquiry, the NZRU determines that the Player has committed Serious Misconduct, it may, depending on the seriousness of the Serious Misconduct:

- (a) counsel the Player and/or provide the Player with a written warning indicating that a repeat of the same or similar conduct may or will result in dismissal from employment; or
- (b) fine the Player up to \$500; or

- (c) with the Player's agreement, direct the Player to perform a community based activity or undertake counselling related to the nature of the Serious Misconduct committed; or
- (d) suspend the Player from playing Rugby for a period of up to one month; or
- (e) terminate the Player's employment summarily.

42.9 A Player may challenge any aspect of a procedure followed or penalty imposed pursuant to this clause by following the problem resolution procedures in this Memorandum of Understanding.

42.10 The NZRU must meet a Player's actual and reasonable cost of travel and accommodation if it requires a Player to travel in connection with any investigation under this clause. In the event that the Player elects to have a representative present in connection with any investigation under this clause, the NZRU will reimburse the actual and reasonable travel and accommodation costs for the Player's representation.

42.11 Any Player required to appear to answer a doping offence will be encouraged to seek independent legal counsel, and the NZRU will reimburse the actual and reasonable cost incurred by the Player in seeking advice and representation (including legal fees, travel and accommodation costs) provided that:

- (a) prior to incurring any cost, the Player obtains the written approval of the NZRU; and
- (b) if the Player is found guilty of that offence she must bear her own costs.

42.12 No media statement will be made about any incident of off-field misconduct without the prior agreement of the NZRU and the RPC and/or the Player.

42.13 The parties acknowledge that a Player may be required to participate in a disciplinary process in respect of Serious Misconduct or Misconduct by a third party (particularly including World Rugby) and in such circumstances, it is agreed that the NZRU will ensure that the maximum financial sanctions for misconduct or serious misconduct that are provided for in this Memorandum of Understanding will be the maximum sanctions that a Player will be liable for regardless of the misconduct sanctions applying in respect of a competition in which that Player is participating and for which a third party has jurisdiction.

42.14 In addition to the sanctions in clause 42.6, where there is a finding of Serious Misconduct in which a Player incurs a non-work related injury and becomes unavailable to play, the NZRU may determine, as part of any sanction, to remove a Player's right to rehabilitation assembly or tournament fees (in whole or in part) for the period that they are unavailable.

## Part 11 – Other Matters

### 43. Personal Development

- 43.1 Every Player retained pursuant to a Black Ferns Contract or Black Ferns Interim Contract will have access to the Personal Development Programme (PDP) in accordance with the provisions of the Collective Employment Agreement.
- 43.2 Players are required to consistently undertake some form of personal development and actively engage with the Personal Development Programme to advance their ability to manage their rugby career, educational progression, career transition and personal planning capabilities.
- 43.3 The parties have agreed to fund and manage the PDP for the Black Ferns in accordance with the terms set out in the Terms of Settlement dated 20 February 2018.
- 43.4 The parties agree that Black Ferns team management, player leadership group and the Black Ferns PDM, will consult on, and provision for group personal development time within each Assembly.

### 44. KiwiSaver and Player Savings Scheme

- 44.1 Any KiwiSaver compulsory employer contributions for Players will be paid from the Player Payment Pool.
- 44.2 The parties will establish a savings scheme (**the Player Savings Scheme**) to operate from 2018 onwards, to which a Player employed on a Black Ferns Contract (**Eligible Player**) can elect to join at any time during the Term of their Playing Contract, on the following conditions:
- (a) the NZRU Player Savings Scheme will be structured as a master trust arrangement with the terms of the trust deed, the identification of trustees and the appointment of the scheme manager to be agreed by the parties but incorporating the following terms and conditions:
- (i) the contribution rates to the Savings Scheme will be:
- (A) \$2.50 to be contributed by the Player Payment Pool for every \$1 contributed by an Eligible Player who has been contracted on a Black Ferns Contract including a year in which a Player commuted from a Black Ferns Interim Contract to a Black Ferns Contract for between one to four years, up to a maximum contribution level of \$6,250 per annum; and
- (B) \$3 to be contributed by the Player Payment Pool for every \$1 contributed by an Eligible Player who has been contracted on a Black Ferns Contract including a year in

which a Player commuted from a Black Ferns Interim Contract to a Black Ferns Contract for five or more years, up to a maximum contribution level of \$7,500 per annum.

- (ii) the contributions referred to in para (a)(i) are gross amounts before deduction of any applicable taxes or levies, and shall not count towards calculation of a Player's KiwiSaver compulsory employer contributions;
- (iii) the contributions referred to in paragraph (a)(i) will be paid monthly to the NZRU Player Savings Scheme; and
- (iv) 50% of a Player's retirement benefit may be accessed by a Player at or over the age of 34 with the balance able to be accessed at or over the age of 40.

## 45. Illness and Injury

45.1 A Player must, at the request of the NZRU, undertake a medical examination by a medical practitioner nominated by the NZRU to determine her ability to train for or play Rugby. Any expenses associated with such examination will be met by the party requesting it.

45.2 For the purpose of this Memorandum of Understanding, wherever a Player must be assessed for her ability to train for or play Rugby, such assessment will be undertaken in accordance with the preceding clause and based on her ability to perform Playing Services under this Memorandum of Understanding. Any medical report arising out of this assessment will be forwarded on request to the NZRU Medical Director and/or the Player.

45.3 A Player will be entitled to seek a second opinion on any assessment pursuant to clause 45.1 or 45.2 by either:

- (a) sourcing the opinion themselves at their own cost; or
- (b) seeking the consent of the NZRU Medical Director which will not be unreasonably withheld, and if granted, will be conducted at the NZRU's expense.

45.4 In the event that a Player is prevented from training for or playing Rugby by injury sustained while at work:

- (a) the NZRU (if such injury prevents the Player from providing her Playing Services to an NZRU Team); and/or
- (b) the Player's agreed Provincial Union (if such injury prevents the Player from providing her Playing Services to a Provincial Union Team);

will be responsible, consistent with the NZRU's obligations under the ACC Accredited Employer Programme, for developing and meeting the expenses of a rehabilitation programme (including any medical treatment required as part of that programme).

45.5 Where a Player who is a party to a Black Ferns Contract:

- (a) commits an illegal act;
- (b) that is not committed in the course of employment;
- (c) and is injured so that she is unable to play or train for Rugby;

the NZRU may, for the period of such incapacity, reduce the amount of Retainer that it is required to pay that Player by 50%. Prior to making any decision to reduce payment in accordance with this provision the NZRU must consult with the Player.

## 46. Pregnancy

46.1 Where a Player falls pregnant after entering into her Black Ferns Contract, that Player is required to notify the NZRU as soon as possible but no later than the end of the first Trimester of pregnancy, as assessed by the Player's medical practitioner (the end of the first Trimester shall be referred to as the **Notification Date**).

46.2 Upon the Notification Date, a Player retained pursuant to a Black Ferns Contract will receive a payment from the NZRU of the lesser of:

- (a) An amount equal to two (2) months of her Retainer; or
- (b) The amount of Retainer payable for the remainder of the Term of her Black Ferns Contract.

46.3 Where the Term of the Player's Black Ferns Contract continues post the dates set out in clause 45.2, the Player shall be considered to be on leave without pay for the remainder of the Term of her Contract (unless otherwise agreed between the parties).

46.4 The parties recommend that a pregnant Player seeks, and follows, expert medical advice regarding any health and safety risks in providing her Services.

46.5 The Player will be entitled to the support and other provisions in accordance with the agreed Parental Support Policy between NZRU and RPC.

## 47. Other Games

47.1 A Player retained on a Black Ferns Contract or Black Ferns Interim Contract may, without breach of any obligation owed under this Memorandum of Understanding, play in other games of Rugby or other sports with the consent of the NZRU, which may only be withheld if:

- (a) the Player will be required to provide her Employment Services for the Team at the time of such game; or

- (b) the Player playing the game will not be in the best interests of the Player or New Zealand Rugby, in the opinion of the National Coach, in consultation with NZRU High Performance.

47.2 In determining whether playing the relevant game or sport will be in the best interests of the Player or New Zealand Rugby, the NZRU will have regard to any or all the following factors:

- (a) the Player's physical fitness and medical condition at the time the Player is required to assemble for the game;
- (b) the standard of emergency, medical and physiotherapy services available to the Player in the event that she sustains an injury or becomes ill while assembled, playing and training for the game;
- (c) whether the organiser of the game will provide:
  - (i) travel and medical insurance cover for the Player whilst travelling and assembled for the game;
  - (ii) indemnities to the NZRU for any payments that it will remain liable to make to the Player in the event that she sustains an injury or becomes ill while assembled, playing and training for the game;
  - (iii) any compensation.

## 48. Dangerous Activities

48.1 All Players recognise that they have skill and ability as Rugby players and that participation in certain activities other than Rugby may impair or destroy that ability and skill. A Player may not engage in any activity outside the course of everyday behaviour (other than Rugby) which involves the risks of significant injury without the prior consent of the NZRU.

## 49. Problem Resolution

49.1 An employment problem includes a personal grievance, dispute or other problem of any type relating to:

- (a) an individual Player's employment relationship with the NZRU;
- (b) the RPC's relationship with the NZRU under this Memorandum of Understanding (and vice versa); or
- (c) the interpretation or application of this Memorandum of Understanding.

In any case, a party wishing to raise an employment problem must raise it with any other relevant party within 90 days of the problem arising.

- 49.2 In the first instance the parties to an employment problem may endeavour in good faith to resolve it by consultation and negotiation.
- 49.3 Failing resolution, any party can contact the Department of Labour which offers free information and has a free mediation service which can provide assistance to help the parties work together to resolve employment problems.
- 49.4 If the parties cannot resolve the problem at mediation, they can refer it to the Employment Relations Authority.

## 50. Membership and Union Fees

- 50.1 The RPC will notify and update the NZRU of its members from time to time.
- 50.2 The parties acknowledge that the RPC may, at its discretion, set union fees.

## 51. Independent Advice

- 51.1 All Players are entitled and encouraged to get independent legal and/or financial advice in at least the following circumstances:
- (a) prior to entering into any contract for the provision of Employment Services under this Memorandum of Understanding;
  - (b) in the case of any disciplinary investigation or hearing whether for on or off field activities; or
  - (c) in the event of any employment relationship problem engagement.
- 51.2 The NZRU must, on every occasion when a Player is presented with a Playing Contract for consideration, provide an NZRPA brochure and an NZRPA Accredited Agent brochure to the Player (either in hardcopy or by email), and ensure either that:
- (a) that Player has received advice and assistance from an NZRPA Accredited Agent or;
  - (b) has expressly waived her right to receive advice and assistance from an NZRPA Accredited Agent and has signed the appropriate acknowledgment of waiver in her Playing Contract; and
  - (c) if the Player is 19 years old or younger at the date they are presented with an offer of a Playing Contract, that the Player has obtained a copy of an NZRPA Accredited Agents Waiver Notice prior to signing the Playing Contract.

## 52. Leave

- 52.1 **Leave** means a period of time during which a Player cannot be required to provide her Employment Services (except that a Player is required to adhere to her training programme, but is not required to assemble for the purpose of it). In this way, at any time, a Player is either on Leave or providing Employment Services.
- 52.2 Every Player who is retained pursuant to a Black Ferns Contract is entitled to four (4) weeks' Leave in each Contract Year, to be taken at such times as may be determined in consultation between the NZRU and the RPC.
- 52.3 As each Player is employed on a fixed term basis, all payments payable to the Player have been set at a level that specifically includes an 8% loading for holiday pay purposes, pursuant to the Holidays Act 2003. No other holiday pay shall therefore be payable to any Player.
- 52.4 Where the Player is required to provide Employment Services on a public holiday (including Waitangi Day and Anzac Day) the NZRU will pay that Player time and a half of the Player's relevant daily pay (in terms of the Holidays Act 2003). In addition, if the day of the week is normally a working day for the Player, the NZRU will also provide the Player with an alternative day's Leave to be taken at a time reasonably agreed between the Player and the NZRU. For the avoidance of doubt, a provincial anniversary day will be determined with reference to a Player's province of residence.

## 53. Conscientious Objection

- 53.1 If a Player does not wish to perform any particular Employment Services on the basis of a conscientious objection (which for the avoidance of doubt means genuine family, ethical or religious grounds but does not include her own commercial interests), the Player may request that the NZRU consent to the Player being excused from that activity, such consent not to be unreasonably withheld.

## 54. Restructuring and Redundancy

- 54.1 The parties agree that this clause constitutes an employee protection provision for the purposes of the Employment Relations Act 2000.
- 54.2 The NZRU must, prior to making any decision to restructure any part of the business of Rugby affecting Players, consult with the RPC.
- 54.3 This provision is designed to provide protection for the employment of Players who are affected employees if the NZRU's business is restructured (within the meaning of section 69B of the Employment Relations Act 2000).
- (a) the NZRU will, in negotiating with a new employer about the restructuring (to the extent that it affects Players), consult with the RPC;
  - (b) the NZRU will negotiate with the new employer so as to preserve the terms and conditions of this Memorandum of Understanding for Players in any



new arrangement and will use reasonable endeavours to ensure that all Players transfer to the new employer;

- (c) the NZRU will apply this Memorandum of Understanding in determining what entitlements, if any, are available for Players who do not transfer to the new employer.

## 55. Development Reviews

- 55.1 At the end of the international programme in each Contract Year, the Player's performance of her Employment Services will be assessed and reviewed by the Player together with Team Management. The purpose of the review process is to highlight the Player's strengths and weaknesses, and to provide constructive assistance and suggestions to allow the Player to develop and improve as a Rugby player.
- 55.2 The NZRU will consult with the RPC prior to introducing any change to the review process.

## 56. Tickets and Family provisions

- 56.1 In respect of every game of Rugby involving the Team played in New Zealand, the NZRU will provide a minimum of four (4) tickets and suitable seating (where appropriate seating facilities exist), and where post match hosting is available, official after-match hospitality, for at least two immediate family members to each Player who provides her Services in that game.
- 56.2 The NZRU will consult with Players who are selected for the Team to agree to the steps that will be taken to provision for the families of Players during any Team period of assembly.

## 57. Involvement in key appointments

- 57.1 It is agreed that it is appropriate for Players to have input into the recruitment of team management including coach, manager and support staff.
- 57.2 The manner in which such input is to be provided is to be agreed by way of consultation between the RPC and the NZRU on a case by case basis.
- 57.3 It is expressly acknowledged that the ultimate decision on the appointment of team management is for the NZRU.

## 58. Insurance Cover

- 58.1 In each Contract Year the NZRU shall arrange and fund the following **Insurance Cover** for all Players who are party to a Black Ferns Contract on terms and conditions equivalent to those contained in the Collective Employment Agreement:

- (a) A group life insurance policy; and
- (b) A group crisis (trauma) insurance policy; and
- (c) A medical insurance policy.

## 59. Player Assistance Programme

- 59.1 The NZRU and the RPC will ensure that every Player (and every recent retired Player) will have access to a confidential employee counselling service.
- 59.2 The costs of this service for current Players will be met by the NZRU on the basis that the Player may access up to three counselling sessions (with any additional sessions to be at her cost unless agreed otherwise) and for recent retired Players the costs will be met by the Player or the RPC.

## 60. Induction

- 60.1 The parties have developed, an induction programme which will be implemented for Players when first entering into a Playing Contract which includes the following features:
- (a) Education on the following matters Anti-doping, Supplements, Anti-Corruption and Wagering, Concussion, Mental Health and Wellness, Player Conduct, Social Media, Illicit Drugs, etc;
  - (b) Education on the employment contract and obligations;
  - (c) Operational (including health and safety) induction by the Team Manager or his nominee;
  - (d) Meeting with PDM and completing of the Player Status Report;
  - (e) Meeting in person or by other agreed means with an NZRPA representative.
- 60.2 A Player is not eligible to play for a NZ Team until having completed core aspects of the induction programme in clause 60.1, such aspects to be agreed between the parties to this Agreement.

## 61. High Performance Database

- 61.1 The NZRU has created a High Performance database containing information about Players with a contribution from the Personal Development budget within the Player Payment Pool. Within this database, the NZRU and NZRPA collaborated to develop the Personal Development component. The NZRPA holds and pays for licenses to access this database. The NZRU acknowledges the NZRPA's right to hold licences and to access this database for its own (including the management of the Personal Development Programme) uses in accordance with the terms of those licences.

## 62. NZRPA Benevolent and Welfare Fund

62.1 The parties agree that a payment of \$50,000 will be made out of the Player Payment Pool established under the collective agreement to the NZRPA for application to the Benevolent and Welfare Fund in addition to the funds paid into that fund pursuant to clause 97 of the Collective Agreement.

## 63. Reintegration of Players to Provincial Union Environment

63.1 Black Ferns Team Management will liaise with Provincial Union High Performance staff with a view to ensuring that the transition to and from the Black Ferns environment including the transfer of relevant personal and Performance information is as seamless as possible and that player training, development and welfare needs are well communicated.

## 64. Black Ferns Development Team

64.1 The parties recognise that the NZRU may, from time to time, select a **Black Ferns Development Team**.

64.2 The parties agree that:

- (a) The NZRU will consult with the RPC in the event of any proposal to select this Team;
- (b) The Team will not be selected during the Farah Palmer Cup unless the parties otherwise agree;
- (c) Any Player selected for this Team must be a party to a Black Ferns Contract or a Black Ferns Interim Contract;
- (d) Selection to this Team must not affect any Player's eligibility to play for a national representative side under any relevant World Rugby rules or regulations; and
- (e) Payment to Players selected for the team will be paid \$1250 per week and pro rata for part weeks when Assembled for this team.

## Part 12 – Interpretation

### 65. Interpretation

65.1 In this Memorandum of Understanding (including its appendices), unless the context otherwise requires:

**Collective Employment Agreement** means the agreement agreed between the NZRU and the RPC which governs the professional rugby and employment environment for male professional rugby players in New Zealand.

**Consultation** means that the parties will communicate and impart and receive information and argument with an open mind when that can still realistically influence the outcome.

**Contract Year** means the calendar year (commencing 1 January and concluding 31 December) and may be defined by reference to a particular year (e.g. Contract Year 2016).

**Employment Services** means Playing Services, Promotional Services and Media Interviews, and associated travel.

**Individual Personal and Performance Plan** means an individual plan of training and conditioning covering all aspects of playing the game i.e. technical, tactical, physical, mental, personal and leadership and also covering their personal development including work and/or study, such plan to be agreed between an NZR Nominated High Performance Manager, the NZRPA PDM and the Player with priority being given to maintaining work and/or study.

the **Laws of the Game** means the World Rugby Laws of the Game for Rugby.

**Linked Marketing Campaign** is a planned advertising promotion, undertaken for the purpose of increasing sales of a product or service, involving a series of advertising publications as defined in the Collective Employment Agreement.

**NZRU Player Generated Revenue** means the annual consolidated revenue of the NZRU and its subsidiaries and any **related entity** (being an entity established or conducted for the purpose of generating NZRU Player Generated Revenue) in accordance with Generally Accepted Accounting Principles (**GAAP**).

**Player** means a person who is a member of the RPC and employed on a Black Ferns Contract or Black Ferns Interim Contract.

**Playing Services** means training and preparation for and playing Rugby.

**Rugby** means the game of Rugby Union Football (and includes Rugby Sevens).

**Team** means the New Zealand Black Ferns Team that is selected for a particular series or tour and includes all Players on a Black Ferns Contract or a Black Ferns Interim Contract.

**Tools of the Trade** means any protective equipment (including equipment such as eyewear, headwear and body armour) used in the course of playing Rugby (without any visible branding or logos).

**Tournament** means a Sevens tournament organised by World Rugby, the NZRU or any other organiser or promoter of a tournament in which the NZRU agrees to participate.

**Working Day** means a day other than a Saturday, Sunday or national or provincial public holiday in New Zealand.

**World Rugby** means the body responsible for administering the game of Rugby internationally formerly known as the International Rugby Board.

**Prize Money** in this Memorandum of Understanding means any money paid by a third party, in recognition of that Team's performance, and does not include commercial bonuses or participation payments made to the NZRU.

## Execution

Signed for and on behalf of **New Zealand** )  
**Rugby Union Incorporated** in the presence )  
of: )



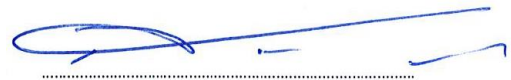
Mark Robinson, CEO

.....

.....

Date: 10 September 2020

Signed for and on behalf of **Rugby Players**  
**Collective Incorporated** in the presence of:



*Robert Mitchell*  
.....

Date: 07-07-20

# Appendix 1 - Black Ferns Contract

Between the New Zealand Rugby Union ("NZRU")

And ("You")

## Introduction

This Black Ferns Contract is an employment agreement under which you agree to be employed by the NZRU for a specified period of time.

In addition to being available to play and train for the NZRU your duties will also include providing Promotional Services and Media Interviews.

You and the NZRU become parties to this Black Ferns Contract by completing and executing this document.

In addition to the terms contained in this fixed term part-time employment agreement you are also subject to other important terms and conditions which apply to all players employed on Black Ferns Contracts. Those terms are specified in the Memorandum of Understanding ("MOU").

## Conditions

The commencement of this Contract is conditional upon:

- (a) **Release of Medical Information:** you agreeing (by signing and returning this Contract) to the release and use of your medical records, including your past injury, illness and rehabilitation history and information resulting from the medical examination under paragraph (b) below, to the NZRU (and any third party as necessary) for the purpose of the medical assessment under paragraph (b) below;
- (b) **Medical Fitness Examination:** you undertaking a medical fitness examination as directed by the NZRU and the NZRU being satisfied (acting reasonably) that:
  - (i) you are fit to train and play; and
  - (ii) you do not have any injury (or illness) that may prevent you from training and playing for the term of this Contract.

If requested by the NZRU, you are required to make yourself available to complete your medical fitness examination within two weeks following the date of your acceptance of this Contract. This examination may be done by your Provincial Union doctor or a doctor specified by the NZRU Medical Director.

For the avoidance of doubt, should the NZRU not be satisfied (acting reasonably) of both (i) and (ii) above, this Contract shall not come into effect. However if the NZRU does not request that you complete a medical fitness examination within two

weeks following the date of your acceptance of this Contract, then this condition shall lapse; and

- (c) **Travelling Overseas:** you not being prevented from entering, or returning from, any country that you may be required to travel to as part of your duties as a professional Rugby Player.

This offer is open for you to accept until \_\_\_\_\_.

### **Term**

The Term is the period of time during which this Contract is in effect.

The Term commences on \_\_\_\_\_ (subject to the termination provisions contained in the MOU).

### **Retainer**

Your Retainer is an amount of money which the NZRU will pay you in each Contract Year:

- (i) whether or not you are selected for the Black Ferns Team; or
- (ii) whether you are unable to play Rugby, due to suspension, illness or injury (subject to the MOU).

Your Retainer for the \_\_\_\_\_ Contract Year is: \$ \_\_\_\_\_ (gross)

Your NZ Rugby Retainer will be payable in equal monthly instalments in arrears on the last working day of each month from January to December.

### **Assembly Fees**

When you are Assembled to perform Employment Services in accordance with the MOU you will be entitled to be paid Assembly Fees of \$2000 per week (pro rata for part weeks) in addition to your Retainer.

### **Other Benefits**

By becoming a party to this Black Ferns Contract, you shall also be entitled to the following:

- a share of the \_\_\_\_\_ Black Ferns Legacy Fund of \$150,000 which will be allocated across the Black Ferns Squad based on experience related criteria;
- an opportunity to join the Player Savings Scheme and Kiwisaver;
- medical insurance, life insurance and trauma cover; and
- \$500 per day or \$250 per half day when performing Promotional Activities outside of periods of Black Ferns assembly.

## General Terms and Conditions

The RPC and the NZRU are parties to a MOU and terms and conditions of employment which apply to you are set out in that MOU. This Black Ferns Contract is made subject to that MOU. Some of the terms used in this document are defined in the MOU, and you should read both documents to have a full understanding of the terms of your employment.

If you are not a member of the RPC the terms of the MOU will apply to you for the first 30 days. After 30 days, we will contact you again to confirm whether you have joined the RPC. RPC fees are set by the RPC. The fees payable by you will be deducted by the NZRU from your pay each month. We encourage you to make contact with the RPC to discuss the benefits of becoming a member of this organisation. The RPC may be contacted by telephoning 0800 PLAYER.

If you choose not to join the RPC within that time the terms and conditions of the MOU will continue to apply after 30 days but you will be obliged to pay a bargaining fee, to be deducted from your retainer and payable to the RPC. These terms and conditions will continue to apply until we both agree, in writing, to vary them.

The MOU sets out the parties' rights and obligations of employment. Some of the relevant terms and conditions which will apply to you are as follows:

- You may perform Personal Promotions but should refer to Part 4 of the MOU before agreeing to perform any such promotional activity.
- You and the NZRU may agree to terminate this employment relationship at any time. For more information about termination you should refer to Part 3 of the MOU.
- Your hours of work will be determined by your Individual Performance and Personal Development Plan and the Black Ferns calendar for the year.
- You will receive at least four weeks' annual leave in a continuous period in each Contract Year. You are also entitled to sick leave and bereavement leave as specified in the MOU. For more information about Leave you should refer to Part 11 of the MOU.
- Any employment problems or disputes will be resolved using the problem resolution provisions of the MOU. Any employment problems must be raised within 90 days of occurring. For more information about problem resolution you should refer to Part 11 of the MOU.

This is a significant legal document, and you are encouraged to get independent legal advice prior to entering into it. If you agree to the terms of this Black Ferns Contract, you should sign it where provided below.

By signing this contract, you acknowledge that you have been advised to seek independent legal advice about the terms and conditions of this offer and have had sufficient time to do



so. You also indicate that you understand and accept the terms of the offer of employment set out above and as outlined in the MOU.

..... Date: .....  
Player

Date:  
For and on behalf of  
the NZRU

# Appendix 2 – Black Ferns Interim Contract

Between the New Zealand Rugby Union (“NZRU”)

And [ ] (“You”)

## Introduction

This Black Ferns Interim Contract is an employment agreement under which you agree to be employed by the NZRU for one or more periods of time during a Contract Year. This agreement will apply to you each time you are so employed and for the duration of each period of employment.

In addition to being available to play and train for the NZRU your duties will also include providing Promotional Services and Media Interviews in accordance with the MOU.

You and the NZRU become parties to this Black Ferns Interim Contract by completing and executing this document.

In addition to the terms contained in this employment agreement you are also subject to other important terms and conditions which apply to all players. Those terms are specified in the Memorandum of Understanding (“MOU”).

## Individual Terms and Conditions

### 1. Conditions

The commencement of this Black Ferns Interim Contract is conditional upon:

- (a) Not being prevented from entering any country that you may be required to travel to, or returning back to New Zealand as part of your duties as a professional rugby player; and
- (b) Confirmation that you are eligible to play for New Zealand national representative teams under the World Rugby Eligibility Regulations.

### 2. Term

- (a) The Term is the period of time during which this Contract is in effect.
- (b) The Term commences on \_\_\_\_\_ and expires on \_\_\_\_\_ (subject to the termination provisions contained in the MOU).

### 3. Interim Contract Fee

You will be paid a weekly retainer for the period of this Contract of:

- (a) \$750 (gross) per week (or pro rata for a part week) with a minimum of one week; or
-

- (b) \$2000 per week (pro rata for part weeks) when Assembled with the Black Ferns Team.

#### **4. General Terms and Conditions**

The RPC and the NZRU are parties to a MOU and terms and conditions of employment which apply to you are set out in that MOU. This Black Ferns Interim Contract is made subject to that MOU. Some of the terms used in this document are defined in the MOU, and you should read both documents to have a full understanding of the terms of your employment.

If you are not a member of the RPC the terms of the MOU will apply to you for the first 30 days. After 30 days, we will contact you again to confirm whether you have joined the RPC. RPC fees are set by the RPC. The fees payable by you will be deducted by the NZRU from your pay each month. We encourage you to make contact with the RPC to discuss the benefits of becoming a member of this organisation. The RPC may be contacted by telephoning 0800 PLAYER.

If you choose not to join the RPC within that time the terms and conditions of the MOU will continue to apply after 30 days but you will be obliged to pay a bargaining fee, to be deducted from your retainer and payable to the RPC. These terms and conditions will continue to apply until we both agree, in writing, to vary them.

The MOU sets out the parties' rights and obligations of employment. Some of the relevant terms and conditions which will apply to you are as follows:

- You may perform Personal Promotions but should refer to Part 4 of the MOU before agreeing to perform any such promotional activity.
- You and the NZRU may agree to terminate this employment relationship at any time. For more information about termination you should refer to Part 3 of the MOU.
- Your hours of work will be determined by the training schedule.
- Any employment problems or disputes will be resolved using the problem resolution provisions of the MOU. Any employment problems must be raised within 90 days of occurring. For more information about problem resolution you should refer to Part 11 of the MOU.

This is a significant legal document, and you are encouraged to get independent legal advice prior to entering into it. If you agree to the terms of this Black Ferns Interim Contract, you should sign it where provided below.

By signing this contract, you acknowledge that you have been advised to seek independent legal advice about the terms and conditions of this offer and have had sufficient time to do

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so. You also indicate that you understand and accept the terms of the offer of employment set out above and as outlined in the MOU.

..... Date: .....

..... Date: .....

For and on behalf of  
the NZRU

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