



# NEAFL PLAYER INTERCHANGE AGREEMENT 2020

AFL CANBERRA & AFL RIVERINA & HUME FL

Final Version

# NEAFL PLAYER INTERCHANGE AGREEMENT 2020



## AFL CANBERRA & AFL RIVERINA & HUME FL

### Background

This document outlines the agreed movement and alignment of NEAFL players between the NEAFL Club, the Canberra Demons, and the AFL Canberra, AFL Riverina and the Hume FL competitions.

This agreement will be reviewed by the parties at the end of each season.

### 1. Definitions

- a) **"AFL Canberra Clubs"** means any of the following Football Clubs participating in AFL Canberra competitions:
  - i. Ainslie Tricolours Football Club;
  - ii. Belconnen Magpies Football Club;
  - iii. Eastlake Demons Football Club;
  - iv. Gungahlin Jets Australian Football Club;
  - v. Queanbeyan Tigers Football Club;
  - vi. Tuggeranong Valley AFC;
- b) **"AFL Riverina"** means AFL Riverina Incorporated which is affiliated to AFL NSW/ ACT and governs the Riverina FNL and Farrer FNL competitions.
- c) **"Exempt Player"** means a NEAFL Player who has been recruited from or last played for an AFL Riverina or Hume FL Club as outlined in clause 2.7.
- d) **"Hume FL"** means Hume Football Netball League Incorporated which is affiliated to AFL NSW/ ACT and governs the Hume FL competitions.
- e) **"Local Club of Origin"** means an AFL Canberra Club which a NEAFL Player has played at least one (1) First Grade Match for in any previous season (which includes playing in AFL Canberra First Grade when a NEAFL Player) or forty (40) junior matches.
- f) **"Mini Draft"** means the process for aligning NEAFL Players to AFL Canberra Clubs pursuant to clause 5.
- g) **"Temporary Alignment"** means a NEAFL Player that has not been selected to play in the NEAFL, and has also not been selected to play for their aligned First or Senior Grade of AFL Canberra, AFL Riverina or Hume FL, and therefore is allocated to either Gungahlin Jets or Tuggeranong Valley AFC, as determined by the time in the season this occurs – Prior to or post June 30<sup>th</sup>
- h) **"NEAFL"** means the North East Australian Football League managed by the Australian Football League Limited.
- i) **"NEAFL Club"** means the Canberra Demons Football Club licensed to participate in the NEAFL.
- j) **"NEAFL Players"** means Primary Listed Players and Rookie Listed Players.

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- k) **"Player Payment Rules"** means the Player Payment Rules applying to AFL Canberra, AFL Riverina and Hume FL competitions.
- l) **"Player Points System Policy"** means the Player Points System Policy applying to AFL Canberra, AFL Riverina and Hume FL competitions.
- m) **"PPA"** means a Player's Player Points Allocation as determined by the Player Points System Policy.
- n) **"Primary Listed Players"** means all players on the Canberra Demons NEAFL Primary List of thirty five (35) players pursuant to the NEAFL Regulations.
- o) **"Rookie Listed Players"** means all the players on the Canberra Demons NEAFL Rookie List of up to five (5) players pursuant to the NEAFL Regulations who must:
  - i. be under the age of 21 as at January 1 of the relevant season;
  - ii. have played less than twenty (20) NEAFL (or equivalent) Matches prior to the start of the upcoming season (NEAFL Matches played as a top-up player for an AFL Club are not included towards eligibility); and
  - iii. registered with an AFL Canberra Club.

### 2. NEAFL Players Alignment

- 2.1 Any NEAFL Player who is recruited from a Local Club of Origin, can be automatically aligned back to that AFL Canberra Club, should the NEAFL Player elect that AFL Canberra Club as their AFL Canberra Club of alignment.
- 2.2 Any NEAFL Player recruited from outside of AFL Canberra who played for an AFL Canberra Club in a previous season can be automatically aligned back to that Local Club of Origin, should the NEAFL Player elect to do so.
- 2.3 In the event a NEAFL Player has more than one (1) Local Club of Origin, they are to nominate which AFL Canberra Club they wish to be aligned to. If they chose not to remain aligned to this Club of Origin in a following season, they are to enter into the Mini Draft. Unless the NEAFL Player submits an application to AFL NSW/ACT to be re-aligned to another Local Club of Origin, in which case AFL NSW/ACT will determine the application in its absolute discretion.
- 2.4 Any NEAFL Player who is recruited directly from Marist College or a Junior Club who does not have a team participating in the AFL Canberra First Grade Competition, that NEAFL Player will be aligned to an AFL Canberra Club based on their residential geography. This AFL Canberra Club will be considered their Local Club of Origin, and the NEAFL Player may elect to play for that AFL Canberra Club or enter into the Mini Draft.
- 2.5 A NEAFL Player who is recruited directly from an AFL Canberra Club which does not have a team participating in the AFL Canberra First Grade Competition will enter into the Mini Draft.
- 2.6 NEAFL Players who do not elect to align to their Local Club of Origin, or an AFL Canberra Club they were previously aligned to, will enter the Mini Draft in accordance with Clause 5.

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- 2.7 Any NEAFL Player who has been recruited from or last played for an AFL Riverina or Hume FL Club can elect to be aligned back to that AFL Riverina or Hume FL Club during their first season as a NEAFL Player and will therefore be exempt from the Mini Draft in that season only ("Exempt Players").
- 2.8 The NEAFL Club is required to identify and communicate to AFL NSW/ ACT and AFL Canberra their Exempt Players prior to the Mini Draft.
- 2.9 Exempt Players will enter into the Mini Draft in their second or subsequent seasons as a NEAFL Player.
- 2.10 Subject to clause 2.7 and other terms of this Agreement, any NEAFL Player who is recruited from a non AFL Canberra Club, will automatically enter into the Mini Draft to determine their AFL Canberra Club alignment.
- 2.11 A NEAFL Player may submit an application to AFL NSW/ACT to have their player alignment reviewed based on extenuating circumstances, in which AFL NSW/ACT will determine the application in its absolute discretion.
- 2.12 NEAFL Players who are 'dual club players' pursuant to the NEAFL Rules and Regulations and are not selected by the Canberra Demons will be eligible to be selected to play for their aligned AFL Club's NEAFL team as per the NEAFL Rules and Regulations. The order of priority for 'dual club' players is: State League Club (i.e. Canberra Demons) > Aligned AFL Club NEAFL team (i.e. GWS Giants) > Community Club (AFL Canberra, AFL Riverina, Hume FL).

### 3. NEAFL List Amendments

- 3.1 NEAFL Clubs are permitted to make up to five (5) list amendments prior to June 30 each season pursuant to the NEAFL Regulations.
- 3.2 Any Player added to a NEAFL Club's list via a list amendment that does not have a Local Club of Origin, or is not an Exempt Player, will be aligned to an AFL Canberra Club via the next active selection in the Mini Draft.

### 4. NEAFL Player Disputes and Team Selection

- 4.1 No officer, agent or employee of an AFL Canberra Club, AFL Riverina Club or Hume FL Club, shall contact or interview a registered NEAFL Player of an NEAFL Club for the purpose of obtaining the services of that NEAFL Player without first seeking written permission from the NEAFL Club with which the NEAFL Player is registered.
- 4.2 No officer, agent or employee of the NEAFL Club shall contact or interview a registered Player of an AFL Canberra Club, AFL Riverina Club or Hume FL Club for the purpose of obtaining the services of that AFL Canberra, AFL Riverina or Hume FL Player without first providing notification to the AFL Canberra, AFL Riverina or Hume FL Club with which the AFL Canberra, AFL Riverina or Hume FL Player is registered.

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- 4.3 AFL NSW/ACT's State Manager – Football, Policy & Major Projects will have the final say in any dispute between NEAFL and AFL Canberra, AFL Riverina or Hume FL Clubs in consultation with AFL Canberra or AFL Riverina or Hume FL (as the case may be), and the NEAFL.
- 4.4 NEAFL lists of 23 plus 2 emergencies will be submitted to NEAFL and AFL Canberra Operations Managers by 5pm of the Wednesday prior to the weekend fixture. All remaining NEAFL Players resume training with their aligned AFL Canberra Clubs prior to the weekend fixture (generally, Thursday evenings).

### 5. AFL Canberra Mini Draft

- 5.1 The Mini Draft is a process for aligning certain NEAFL Players to AFL Canberra Clubs.
- 5.2 The Mini Draft will be conducted on an annual basis prior to the start of the NEAFL and AFL Canberra season, whichever comes first. The date of the Mini Draft will be determined by AFL Canberra in conjunction with the NEAFL which must occur after NEAFL List lodgement deadline and seven (7) days' notice has been provided to the NEAFL Club.
- 5.3 Mini Draft selections will only involve the Tuggeranong Hawks and Gungahlin Jets Football Clubs. Selections will be on a single rotating basis with the first selection being allocated to the Club who finished lowest at the end of the previous AFL Canberra First Grade Men's Home and Away Season ("the Selection Order").
- 5.4 The AFL Canberra Competition Management Committee in its discretion may provide an AFL Canberra Club with one (1) or more priority selections in the Mini Draft.
- 5.5 If an AFL Canberra Club passes on a 'live' draft selection in the Mini Draft, that selection falls to the Club with the next pick in the Mini Draft. The AFL Canberra Club who passed will not have the opportunity to further select a Mini Draft Player until all other eligible and participating AFL Canberra Clubs have had the opportunity to make a selection in accordance with the Selection Order.
- 5.6 The Selection Order will be distributed to the NEAFL Club and AFL Canberra Clubs prior to the Mini Draft.
- 5.7 Before selecting a Mini Draft Player, an AFL Canberra Club and NEAFL Club must take into consideration the interests of the NEAFL Player, the interests of the NEAFL Club (as the case may be) and the interests of the AFL Canberra competition having due regard to the desire of AFL Canberra to maintain a highly competitive First Grade competition.

### 6. Relegation of Player – other than injury or suspension

- 6.1 Any NEAFL Player not selected to play in the NEAFL, for reasons other than injury, illness or suspension (as advised by the Canberra Demons to AFL NSW/ ACT) is to play first or senior Grade for their aligned AFL Canberra, AFL Riverina and Hume FL Club.

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Any such NEAFL Player not selected by their aligned AFL Canberra, AFL Riverina or Hume FL Club to play first or senior grade, or that club has a Bye, will be eligible to be selected and temporarily aligned, to the AFL Canberra club which is currently lowest on the Senior Grade ladder. The NEAFL Player's alignment to that community club will be temporary only (i.e. for that weekend) and the NEAFL Player's primary community club of alignment will not change unless they elect to do so in accordance with the provisions of this Agreement. Any NEAFL Players added to the NEAFL Club's NEAFL Primary List will be permanently aligned pursuant to clause 2 of this Agreement.

- 6.2 Any NEAFL Player removed from the NEAFL Club's Primary list via list amendment prior to June 30, will be replaced by the NEAFL Club to maintain the same number of Primary Listed Players prior to that list adjustment, at the discretion of the NEAFL Club.
- 6.3 Any NEAFL Player removed from the NEAFL Club's Primary list via list amendment prior to June 30, is free to sign with any Club, including any AFL Canberra, AFL Riverina and Hume FL Club of their choosing, they will not be held to their Club of Origin or Mini Draft Alignment.

### **7. Eligibility of Players from NEAFL Clubs to play for an AFL Canberra, AFL Riverina and Hume FL Club**

- 7.1 Communication and consultation must transpire between the NEAFL Club and the aligned AFL Canberra, AFL Riverina and Hume FL Clubs regarding the positioning and development of NEAFL Players prior to their selection by AFL Canberra, AFL Riverina and Hume FL Clubs. The intent of this clause is that the initial weekly communication should be sent from the NEAFL Club's Head Coach.
- 7.2 Subject to clause 7.3, where the NEAFL Club has a bye, of the 23 NEAFL Players that played NEAFL the week prior, only those NEAFL Players who have played a maximum of one (1) NEAFL Match in the previous three (3) NEAFL rounds prior to the NEAFL bye are eligible to play for their aligned AFL Canberra Club on the same weekend as the NEAFL bye.
- 7.3 Each AFL Canberra Club will receive a maximum of three (3) Players only, from the list of twenty-three (23) who played in the NEAFL Match immediately prior to the NEAFL bye, with the exception of the Gungahlin and Tuggeranong Football Clubs whose allocated NEAFL Players will be determined in consultation with the Competition Management Committee, NEAFL and relevant AFL Canberra Clubs.
- 7.4 A NEAFL Player, whom is not selected by a NEAFL Club to play in a round of NEAFL matches (in accordance with clause 6.1) will be ineligible for selection and must not be listed on the Team Sheet of any AFL Canberra, AFL Riverina and Hume FL Club in any match in the concurrent round of AFL Canberra, AFL Riverina or Hume FL matches.
- 7.5 Any NEAFL Player who desires to vary alignment from the AFL Canberra Club with which he is currently aligned because of a dispute with the Club, must give written notice of such dispute, including full and complete details of the dispute, to the Competition Management Committee, NEAFL and to their Club.

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The Competition Management Committee will determine the dispute as deemed fit – with the players new alignment to be determined based on the next “live” pick in the Mini Draft.

- 7.6 In relation to clause 7.5 above, any NEAFL Player who desires to transfer from the AFL Canberra Club with which he was aligned in the period between the Mini Draft and Round 1 of the AFL Canberra Season will be allocated to another AFL Canberra Club via an allocation system as determined by the Competition Management Committee.
- 7.7 A NEAFL Player’s PPA Value for their aligned AFL Canberra, AFL Riverina or Hume FL Club will be as per the Player Points System Policy for the Season, with the exception of NEAFL Players aligned via the Mini Draft who will be allocated one (1) point pursuant to the Player Points System Policy.

### 8. Finals Eligibility

- 8.1 Subject to clauses in this Agreement, the eligibility of a NEAFL Player to participate in the AFL Canberra, AFL Riverina and Hume FL Finals Series will be determined in accordance with the relevant League By-Laws.
- 8.2 Any NEAFL Player must play a total of no less than four (4) matches in the Home & Away season in the AFL Canberra First Grade Competition, to be eligible to compete in the AFL Canberra Finals Series. Any NEAFL Player must play a total of no less than four (4) matches in the Home & Away season in the Hume FL First Grade Competition, to be eligible to compete in the Hume FL Finals Series. Any NEAFL Player must play a total of no less than 25% of the matches in the Home & Away season in the AFL Riverina First Grade Competition, to be eligible to compete in the AFL Riverina Finals Series.
- 8.3 If a NEAFL Player is delisted and registers with an AFL Canberra Club which was not his previously aligned AFL Canberra Club post 30 June of that season, the NEAFL Player will only be available to play in the AFL Canberra Finals Series for their current AFL Canberra Club subject to meeting the other eligibility criteria in the AFL Canberra By-Laws.
- 8.4 Where a NEAFL Player is not selected by their NEAFL Club and plays for an AFL Canberra, AFL Riverina and Hume FL Club on the same weekend, this match will count towards finals eligibility for their aligned AFL Canberra, AFL Riverina and Hume FL Club.
- 8.5 Matches played by NEAFL Players in the NSW/ACT State Under 18 TAC Cup & National Championships will count towards finals eligibility for the AFL Canberra, AFL Riverina and Hume FL first grade or senior’s competition.
- 8.6 Subject to clauses 8.1 and 8.2, when a NEAFL Club is competing in a NEAFL Finals match on the same weekend as an AFL Canberra, AFL Riverina and Hume FL finals match, a NEAFL Player not selected by their NEAFL Club will be eligible to play in the AFL Canberra, AFL Riverina and finals match.

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### 9. Player Payments

- 9.1 The remuneration for each NEAFL Player who plays an AFL Canberra First Grade Match will be as follows:

Player Type	Standardised Match Payment	Performance Bonus
Mini Draft aligned	\$150.00	Whichever performance bonuses or benefits are provided to all players
Local Club of Origin aligned	As agreed between Player/Club	As agreed between Player/Club

- 9.2 All payments and benefits provided to NEAFL Players by AFL Canberra, AFL Riverina and Hume FL Clubs are treated as Player Payments pursuant to the Player Payment Rules.

### 10. Injury

- 10.1 If a NEAFL Player is injured whilst playing a match with an AFL Canberra, AFL Riverina and Hume FL Club, the NEAFL Club will manage the injury, and deal with any administrative issues for the NEAFL Player, as it would have had the NEAFL Player been injured playing or training for the NEAFL Club.

### 11. Inconsistency

- 11.1 Where there is any inconsistency between a NEAFL player contract signed by a NEAFL Player and any contract or declaration entered into between the NEAFL Player and the aligned AFL Canberra, AFL Riverina and Hume FL Club, the provisions of the NEAFL Player contract will prevail.

### 12. Suspension of Players

- 12.1 An AFL Canberra, AFL Riverina and Hume FL Club cannot suspend a contracted NEAFL Player relating to off field disciplinary conduct without the prior written approval of the NEAFL Club and the NEAFL Operations Manager.
- 12.2 Any NEAFL Player who is suspended in the NEAFL competition will be ineligible to win the AFL Canberra, Riverina FL, Farrer FL and Hume FL Best & Fairest Awards in the season in which they committed the offence.

### 13. Exceptional Circumstances

- 13.1 On application by a NEAFL Player's aligned AFL Canberra, AFL Riverina or Hume FL Club, the AFL Canberra, AFL Riverina or Hume FL Competition Management Committee (as the case may be) may vary the qualification requirement for finals eligibility for that NEAFL Player in exceptional circumstances only in accordance with League By-Laws, including where the NEAFL Player has missed a significant number of matches due to serious injury.

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NEAFL

**NEAFL Operations Manager**

Luke Gatti

Date 14 / 2 / 2020

A handwritten signature in black ink, appearing to read 'M Irons', written over a horizontal line.

AFL Canberra

**Football Operations Manager – AFL Canberra**

Matt Irons

Date 14 / 02 / 20

A handwritten signature in black ink, appearing to read 'Habel', written over a horizontal line.

AFL Riverina and Hume FL

**Community Football Manager – Southern NSW**

Paul Habel

Date 14 / 02 / 2020