



Australian Government
Australian Sports Commission

[address block]

Dear **name**

Australian Sports Commission Recognition Agreement

I am pleased to advise that the Australian Sports Commission (ASC) offers recognition of **[full name of NSO] (your organisation)** as the National Sporting Organisation (NSO) for **[name of sport]** until **30 June 2018**, subject to the terms and conditions in this letter.

This letter outlines the benefits which your organisation can access from the ASC as a recognised NSO, as well as your organisation's obligations to the ASC in return.

This letter forms a legally binding agreement between your organisation and the ASC upon your organisation signing this letter and returning it to the ASC. References in this letter to **"this agreement"** mean the agreement formed in such manner.

Recognition of your organisation as a NSO will become effective, and the benefits specified in this letter will become available, from the date this agreement is formed and will continue until **30 June 2018**.

Option for provisional recognition

Replace the above paragraphs with the paragraphs in this box if granting provisional recognition. Also change the expiry date specified at clause 4 of this letter.

I refer to your submission to the Australian Sports Commission (ASC) for recognition as a National Sporting Organisation (NSO).

I am pleased to advise that the ASC offers provisional recognition of **[full name of NSO] (your organisation)** as the NSO for **[sport name]** until **30 June 2015**, subject to the terms and conditions in this letter.

Provisional recognition is offered to organisations that have yet to satisfy all of the ASC's eligibility criteria, but have demonstrated the potential to satisfy the outstanding requirements in the near future.

Accordingly, your organisation will be offered until **30 June 2015** to comply with the outstanding eligibility criteria specified below. Please note that your organisation's recognition as an NSO expires on **30 June 2015** and may not be extended by the ASC if progression towards compliance, to the ASC's satisfaction, has not been made.

As at the date of this letter, your organisation has not satisfied the following criteria:

- **[insert outstanding criteria]**; and
- **[insert outstanding criteria]**.

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This letter outlines the services and other benefits which your organisation can access from the ASC as a provisionally recognised NSO, as well as your organisation's obligations to the ASC in return.

This letter forms a legally binding agreement between your organisation and the ASC upon your organisation signing this letter and returning it to the ASC. References in this letter to **“this agreement”** mean the agreement formed in such manner.

Provisional recognition of your organisation as a NSO will become effective, and the benefits specified in this letter will become available, from the date this agreement is formed and will continue until 30 June 2015. *[Note to drafter: if provisional recognition is being offered then the date in this box and the date in the first sentence of clause 4 (Term and termination) will need to be the date the provisional recognition expires.]*

1. Recognition benefits

The ASC will provide the following benefits to your organisation as a recognised NSO:

- (a) the right, subject to any directions given by the ASC, to use the ASC logo and/or the following words on stationery, in sponsorship and funding applications, annual reports, newsletters and magazines, and sponsors page or similar on your organisation's website as outlined in the *ASC Acknowledgement Guidelines for Recognised National Sporting Organisations* at www.ausport.gov.au/supporting/nso/branding, with the words to be used in these circumstances being as follows:

“The Australian Government through the Australian Sports Commission recognises [NSO name] to develop [sport name] in Australia”;
- (b) the opportunity to apply to use the Commonwealth Coat of Arms on playing and dress uniforms of Australian representative sports persons and by accompanying officials on their dress uniforms (requests must be made in writing to the Department of Prime Minister and Cabinet);
- (c) entry in the ASC's online Australian Sports Directory as the NSO for [sport name];
- (d) invitations to attend workshops, seminars and other ASC forums conducted for recognised NSOs;
- (e) access to NSO services from the National Sport Information Centre and the Clearinghouse for Sport; and
- (f) access to the ASC's National Coaching Accreditation Scheme, National Officiating Accreditation Scheme and associated programs and services as specified by the ASC from time to time and advice on the development of coaching and officiating training programs.

2. NSO obligations

Nothing in this agreement limits, or will limit, any obligation of your organisation under any Sport Investment Agreement or other agreement you have entered with the ASC or may enter during the term of this agreement.

As a recognised NSO, your organisation must:

- (a) provide the ASC with the following documents by the timeframes indicated below:

- (i) a copy of your organisation's annual report (or President's report if no annual report is published) within five months of the end of each financial year for your organisation;
 - (ii) a copy of your organisation's audited financial statements and annual report for the year within five months of the end of each financial year for your organisation;
- (b) develop and maintain a strategic and/or business plan for your organisation and provide to the ASC a copy of such plan/s as amended from time to time, and your organisation must incorporate significant engagement with your organisation's stakeholders when developing such plan/s;
- (c) comply with applicable requirements under the relevant state *Associations Incorporation Act* or the *Corporations Act 2001* as the case may be;
- (d) comply with all other relevant Commonwealth, state and territory legislation, including child protection and anti-discrimination legislation;
- (e) adopt, implement and enforce a member protection policy or similar framework, that addresses issues relating to harassment, discrimination, child abuse and codes of behaviour, to the satisfaction of the ASC and keep such policy or framework updated to ensure that it complies with the legislation referred to in clause 2(d);
- (f) adopt and comply with sound policies and practices in relation to its corporate governance and financial management;
- (g) act in accordance with Australian government directives issued by the Department of Foreign Affairs and Trade regarding contact with or in relation to foreign states, including any sanctions with respect to foreign sporting organisations which may from time to time be imposed;
- (h) subject to any confidentiality obligations that your organisation owe to a third party, provide timely information (including results achieved in benchmark events) and advice to the ASC that enables the ASC to maintain an understanding of your organisation's sport, your organisation, its programs and issues, so that the ASC can perform its functions, including complying with its obligations to provide information and advice to its responsible Minister, Cabinet, the Parliament and its committees and sub-committees, and to the Auditor-General to enable them to make appropriate decisions in relation to your organisation and your organisation's sport;
- (i) where testing or monitoring is undertaken by your organisation, use Physiology, Biomechanics and Strength and Conditioning laboratories and facilities accredited with the National Sport Science Quality Assurance (NSSQA) Program for the training and testing of national program athletes;
- (j) subject to any confidentiality obligations that your organisation owe to a third party, promptly respond to any reasonable request for information made by the ASC relating to your organisation or this agreement;
- (k) advise the ASC promptly of any matter that might affect your organisation's entitlement to recognition (including, without limitation, failing to meet the ASC's recognition eligibility criteria) or any alteration to your organisation's strategic or business plans, financial status or other information provided by your organisation to the ASC;
- (l) if registered with the National Coaching Accreditation Scheme (NCAS) or National Officiating Accreditation Scheme (NOAS), your organisation must comply with the

guidelines and reporting requirements of the NCAS and NOAS in the format specified by the ASC;

- (m) if not registered with the NCAS or NOAS, your organisation must:
 - (i) provide up to date details of coaches and officials in the format specified by the ASC; and
 - (ii) provide current information as required relating to overall coaching and officiating training and education in the format specified by the ASC;
- (n) within 30 days following your organisation's annual general meeting, provide the ASC with written notice of the gender representation on your organisation's governing board;
- (o) allow the ASC to access, use and disclose your organisation's depersonalised data and information for purposes related to the ASC's statutory functions, including in targeted marketing, publication of statistics and provision of web portals to access the data or information;
- (p) allow the ASC to archive your organisation's annual reports, with public accessibility, in the Australian Sport Publication Archive managed by the ASC's National Sport Information Centre and your organisation hereby consents to such use, and the ASC acknowledges that nothing in this agreement affects the ownership of the copyright in such reports;
- (q) as requested by the ASC from time to time, provide to the ASC current participation statistics for your organisation's sport and your organisation hereby consents to the ASC disclosing such statistics to third parties at the ASC's absolute discretion;
- (r) in relation to anti-doping:
 - (i) acknowledge ASADA's functions and powers under the ASADA Act and the NAD Scheme, comply with the ASADA Act and the NAD Scheme (including the Sporting Administration Body Rules) and facilitate the execution of ASADA's functions and powers as reasonably required by ASADA;
 - (ii) adopt and implement an anti-doping policy and rules that are approved by ASADA and conform with the World Anti-Doping Code, the NAD Scheme and applicable International Federation anti-doping requirements; and
 - (iii) assist, co-operate, and liaise with ASADA, including in relation to the conduct of any investigations or hearings into an alleged or suspected anti-doping rule violation;

and for the purposes of this clause 2(r):

 - (iv) "**ASADA Act**" means the *Australian Sports Anti-Doping Authority Act 2006* as amended from time to time;
 - (v) "**Code**" means the World Anti-Doping Code as amended from time to time;
 - (vi) "**International Federation**" means an international federation recognised by the International Olympic Committee or the General Assembly of Sports Federations as the entity responsible for governing your organisation's sport internationally;
 - (vii) "**NAD Scheme**" has the same meaning as defined in section 4 of the ASADA Act; and
 - (viii) "**Sporting Administration Body Rules**" means the sporting administration body rules specified in the NAD Scheme, as amended from time to time;

3. Match Fixing

This clause 3 applies to your organisation if your organisation:

- (i) has a Sport Investment Agreement with the ASC, provided that any provisions in the Sport Investment Agreement relating to match fixing will prevail to the extent of any inconsistency with this clause 3; or
- (ii) does not have a Sport Investment Agreement with the ASC and the ASC, after being requested to do so by the Integrity Unit, has notified your organisation at any time in writing that this clause 3 is to apply to your organisation.

If this clause 3 applies to your organisation, your organisation must:

- (a) comply with Part 4 of the National Policy;
- (b) adopt, maintain and apply, to the satisfaction of the Integrity Unit, an NSO Policy that complies with Part 4 of the National Policy and any applicable legislation;
- (c) upon request, promptly provide to the Integrity Unit a copy of your organisation's NSO Policy, any subsequent amendments and any related policies;
- (d) promptly refer any suspected match-fixing or corrupt activities to any relevant law enforcement and regulatory agencies and co-operate with any investigation by such agencies; and
- (e) promptly provide the Integrity Unit with details of any suspected match-fixing or corrupt activities and any investigations, hearings and sanctions.

In this clause 3:

- (f) "Integrity Unit" means the National Integrity of Sport Unit established pursuant to the National Policy;
- (g) "National Policy" means the National Policy on Match-Fixing in Sport as agreed by Australian Governments on 10 June 2011; and
- (h) "NSO Policy" means an anti-match-fixing policy that incorporates an anti-match-fixing/anti-corruption code of conduct.

4. Term and termination

Recognition of your organisation as a NSO will continue until 30 June 2018, subject to early termination. ***[Note to drafter: if provisional recognition is being offered then the date in this sentence will need to be amended to reflect the date the provisional recognition expires as stated at the beginning of the letter.]***

The ASC may, at any time following one month's written notice to your organisation, terminate this agreement (including withdrawal of recognition of your organisation as a NSO).

Additionally, this agreement may be terminated at any time in writing:

- (a) by either party if there has been a breach of this agreement by the other party, or
- (b) by mutual agreement of both parties.

Please arrange for an authorised officer of your organisation to sign both copies of this letter and return one signed copy to the ASC.

Should you have any further queries regarding the above, please contact Matthew Warr on telephone 02 6214 1545 or by e-mail at recognition@ausport.gov.au

Yours sincerely

Geoff Howes
General Manager (Acting)
Participation and Sustainable Sports

Date 2014

NSO name agrees to recognition as a NSO by the ASC on the above terms and conditions:

Signature:

Name:

Position:

Date: