

**SENIOR / JUNIOR CLUB ALIGNMENT MEMORANDUM OF UNDERSTANDING APPLICATION**

**This Memorandum of Understanding (MoU)** is made on the day of 20 .

# BETWEEN FOOTBALL CLUB INC.

(“**Senior Club**”)

# AND FOOTBALL CLUB INC.

(“**Junior Club**”)

(the **Parties**)

The Senior Club is an affiliated Senior member of the Football League Inc. The Junior Club is an affiliated Junior member of the Football League Inc.

1. **Background**
2. Australian Football League (Victoria) Limited (**AFL Victoria**) has implemented a Player Points System Policy (**PPS Policy**) to support community football club sustainability, equalisation of community football competitions and to promote junior development (**Objectives**).
3. The Junior Club party to this Memorandum of Understanding (**MOU**) will be recognised as an “**Aligned Junior Club**” in accordance with the PPS.
4. An Aligned Junior Club player is eligible for Player Point Allocation categorisation in accordance with the PPS as amended by AFL Victoria from time to time.
5. The Parties agree to comply with the terms and conditions set out in this MOU and the Objectives of the PPS.
6. Each Party will cooperate to maximize the opportunities for junior players to move to senior football through the Senior Club’s pathway competition (e.g. Under 19/ Under 18). This may include permit arrangements approved by the affiliated governing bodies where players are still eligible to play junior football.
7. **Commencement of Agreement**

The Parties agree that this MOU shall commence from dd/mm/yyyy, and following signing by relevant Clubs, Region Commissions, Metropolitan Leagues and AFL Victoria as applicable

Please note that any Junior games played prior to this date with the Junior club detailed in this MoU will not be included in assessing if a junior player meets the requirements of the Home Player category.

1. **Adoption of Name and Emblem (optional)**

The *Senior / Junior* Club agrees to change its name to Football Club Inc.

The *Senior / Junior* Club agrees to adopt the emblem.

The *Senior / Junior* Club agrees to adopt the Jumper design and colours.

# Representation at Meetings (optional and as applicable)

Consistent with the relevant Region Commission’s or Metropolitan League’s rules and regulations, the Parties

shall be represented at the relevant meetings of their affiliated bodies as follows**:** Region Commission or Metropolitan League meetings

|  |  |
| --- | --- |
| Senior Club nominee |  |
| Junior Club nominee |  |
| Senior Club League meetings Senior Club nominee |  |
| Junior Club nominee |  |
| Junior Club League meetings Senior Club nominee |  |
| Junior Club nominee |  |

1. **Income, Expenditure, Sponsorship and Fundraising**

All income, expenditure, sponsorship and fundraising shall be conducted separately between the Parties and is the sole responsibility of each Party.

1. **Tenancy Arrangements**
   1. **Arrangements for Match days**

Senior matches will take place on (day) at (venue) between xx pm and xx pm. Junior matches will take place on (day) at (venue) between xx pm and xx pm.

* 1. **Arrangements for Training (Regular Season, April – September**)

Senior training will take place on and at (venue) between xx pm and xx pm

Junior training will take place on and at (venue) between xx pm and xx pm

* 1. **Pre-Season (including practice matches)**

Senior training will take place on and at (venue) between xx pm and xx pm Junior training will take place on and at (venue) between xx pm and xx pm

* 1. **Sharing of costs – Pavilion /Utilities /Ground**

Venue hire and related costs will be borne by the Parties in accordance with existing arrangements between a Party and relevant council or third party. The Parties will work together to share costs and usage of venues and facilities.

* 1. **Venue**

Senior Club allocation of costs based on usage % Junior clubs allocation of costs based on usage %

1. **Support Programs**

The Parties will support the pathway available to junior players that wish to progress to senior football. Programs the parties may undertake to assist with this pathway include, but are not limited to:

* Senior player attendance at Junior training
* Senior player attendance at Auskick sessions
* Junior team playing half time grid games at senior home games
* Junior player(s) team mascot for Senior Teams
* Senior Club Memberships or Junior players and parents
* Develop buddy system for Senior and Junior players
* Support at relevant club presentation events e.g.: Trophy Donation
* Information session for players transitioning from junior to senior club
* Players from the Under 16/17’s teams occasionally training or playing with the Under 18/19’s teams
* Sharing and maintenance of equipment
* Senior Match Day invitations for players and parents from Under 16’ / 17s teams, for example breakfast while watching the Under 18/19’s or lunch at a Senior home game.
* Involvement at each Parties social events during the season The Parties will implement support programs as follows:

1. **Meetings and Communications**
   1. **Liaison Officer**

The Parties shall each nominate a Liaison Officer to be present at the other Party’s committee meetings.

* 1. **Committee Meetings**

Each Party shall hold monthly committee meetings during the football season.

1. **Arbitration Committee**
   1. The Parties agree that:
2. should any dispute or conflict arise in connection with this MOU or the PPS between any member, official or committee of a Party; or
3. if any decision has to be made that would affect either Party in relation to this MOU or the PPS,

then the Arbitration Committee shall meet to approve the decision or resolve the dispute as soon as practicable.

* 1. The **Arbitration Committee** shall comprise the following members:

1. the President and the Secretary of the Senior Club;
2. the President and the Secretary of the Junior Club; and
3. for disputes or conflicts, within the same Region Commission or Metropolitan League, a person nominated by the Region General Manager or CEO of the Region Commission / Metropolitan League that the Senior/ Junior Club is affiliated with.
4. for disputes or conflicts, within the across different Region Commissions or Metropolitan Leagues, the matter may be referred to AFL Victoria whose decision shall be final and binding.
   1. The Parties acknowledge that if a matter arises in relation to this MoU or the PPS that can’t be resolved by the Arbitration Committee, the matter shall be referred to AFL Victoria whose decision shall be final and binding.
5. **Amendment**

This MoU may not be varied except by a written instrument duly executed on behalf of each Party.

1. **Assignment**

A Party shall not assign or transfer their rights, benefits or obligations contained in this MOU without the prior

written consent of the Party’s relevant Metropolitan League or Region Commission.

1. **No Partnership, No Agency**

Each of the Parties shall in all other respects, remain independent of each other and nothing in this MoU shall be construed as creating a relationship of partnership, principal and agent or of trustee and beneficiary.

1. **General**

Detail of any other MoU that Junior club has in place

Other Senior Club MoU Date of Effect: dd/mm/yyyy

Detail of any other MoU Senior club has in place

Other Junior Club MoU Date of Effect: dd/mm/yyyy

Detail of additional arrangements where Junior club has multiple MoUs signed with Senior Club

e.g : Limitation on the Home player classification with Senior clubs.

(to be completed by Region Commission / Metro league Clubs are affiliated with)

The Parties acknowledge that words and definitions defined in the PPS shall bear the same meaning in this MOU and to the extent of any inconsistency between this MoU and the PPS, the PPS shall take priority.

**SIGNED** for an on behalf of **Football Club Inc. (Senior Club)**

|  |  |  |
| --- | --- | --- |
| .......................................................................... | President Name |  |
| .......................................................................... | President Signature | ….. / ….. / …..Date of signing |
| .......................................................................... | Witness Name |  |
| .......................................................................... | Witness Signature | ….. / ….. / …..Date of signing |

**SIGNED** for an on behalf of **Football Club Inc. (Junior Club)**

|  |  |  |
| --- | --- | --- |
| .......................................................................... | President Name |  |
| .......................................................................... | President Signature | ….. / ….. / …..Date of signing |
| .......................................................................... | Witness Name |  |
| .......................................................................... | Witness Signature | ….. / ….. / …..Date of signing |

**SIGNED** for an on behalf of AFL (*enter Region*) **Region Commission Inc.(where affiliated)**

|  |  |  |
| --- | --- | --- |
| .......................................................................... | Chairpersons name |  |
| .......................................................................... | President Signature | ….. / ….. / …..Date of signing |
| .......................................................................... | Witness Name |  |
| .......................................................................... | Witness Signature | ….. / ….. / …..Date of signing |

**SIGNED** for an on behalf of F**ootball League Inc.(Metropolitan League as relevant)**

.......................................................................... Chairpersons Name

.......................................................................... Chairpersons Signature ….. / ….. / …..Date of signing

.......................................................................... Witness Name

.......................................................................... Witness Signature ….. / ….. / …..Date of signing

**SIGNED** for an on behalf of **Football League Inc. (Metropolitan Junior League as relevant)**

.......................................................................... Chairpersons Name

.......................................................................... Chairpersons Signature ….. / ….. / …..Date of signing

.......................................................................... Witness Name

.......................................................................... Witness Signature ….. / ….. / …..Date of signing

**SIGNED** for an on behalf of **AFL Victoria**

(where Senior and Junior clubs are affiliated with the same Region Commission or Metropolitan League and /

or where a Junior or Senior Club has multiple MoU’s in place)

.......................................................................... Club Sustainability Manager

|  |  |  |
| --- | --- | --- |
| .......................................................................... | Signature | ….. / ….. / …..Date of signing |
| .......................................................................... | Witness Name |  |
| .......................................................................... | Witness Signature | ….. / ….. / …..Date of signing |