

AGENDA



3



Scottish Rugby

Club Participation Agreement

BT National 1 Clubs 2017 / 2018





Dear Club Secretary,

Scottish Rugby
BT National 1 Participation Agreement 2017/18

This BT National 1 Participation Agreement 2017/18 sets out the terms that your club must comply with in order to participate in the BT National 1 and BT Cup competitions and to receive participation investment, benefits and other support from Scottish Rugby during 2017/18.

With the introduction of Agenda 3 - Scottish Rugby's Blueprint for Sustainable Clubs - the BT National 1 Participation Agreement 2017/18 also introduces the key elements of this three-year strategy.

If your club wishes to accept the terms of the BT National 1 Participation Agreement 2017/18, please arrange for a copy of the Acceptance Form to be signed by your club's President and Secretary and returned to Rebecca Finnie by email at clubadmin@sru.org.uk or by post at Domestic Rugby, BT Murrayfield no later than **14 August 2017**.

By signing and returning the Acceptance Form contained within the Appendix to the BT National 1 Participation Agreement 2017/18, your club will enter into a legally binding contract with Scottish Rugby on the terms of the BT National 1 Participation Agreement 2017/18. Your club must therefore understand and be prepared to be bound by the BT National 1 Participation Agreement 2017/18 before accepting. If your club is unsure of the meaning or effect of any of the terms of the BT National 1 Participation Agreement 2017/18, it should seek independent advice.

Please be aware that your club's ability to participate in Scottish Rugby's league and cup competitions and to receive participation investment, benefits and other support from Scottish Rugby during 2017/18 is not guaranteed by the return of the Acceptance Form alone. If your club does not comply with any term of the BT National 1 Participation Agreement 2017/18 then Scottish Rugby may, at its discretion, exercise its rights and remedies as set out in more detail in that agreement.

These may include:

- reducing the amount of the investment, benefits and other support that may otherwise have been available to your club;
- withdrawing the investment, benefits and other support that may otherwise have been available to your club (or withholding any part of it yet to be made available);
- withdrawing or suspending your club from Scottish Rugby's league and cup competitions; and/or
- requiring that any part of the investment, benefits and other support already made available to your club is repaid, or is off-set against any future Scottish Rugby investment, benefits or other support otherwise available to your club.

Such circumstances may also jeopardise your club's chances of participating in future Scottish Rugby league and cup competitions or your club's chances of obtaining investment, benefits and other support from Scottish Rugby in future.

Good luck for the season ahead and please do not hesitate to contact me or your Club Services Manager if you have any questions relating to the BT National 1 Participation Agreement 2017/18.

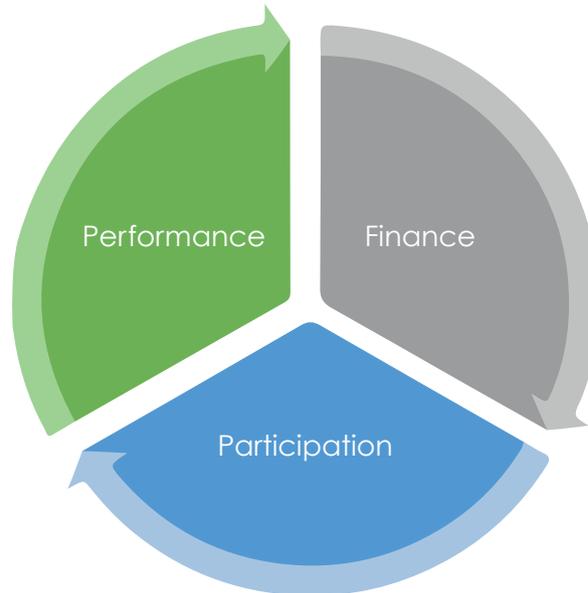
Yours faithfully,

NICK RENNIE
Head of Club Services

Agenda 3

Scottish Rugby acknowledges that there are more challenges facing clubs than ever before, particularly in areas such as finance, volunteers, player retention and player availability.

Agenda 3 is a new approach driven by Scottish Rugby with the aim of supporting clubs to address these challenges and support them to operate on a more sustainable basis. The foundation of this new approach is based on the following three key elements of club activity:



Finance:

- Organising off-field structures;
- Developing a commercial model;
- Devising a coherent business plan;
- Managing the ambitions of the club;
- Living within your means; and
- Club facilities.

Participation

- Providing a safe environment for young people;
- Schools & Youth Conferences;
- Player retention;
- Transition of players from schools to clubs;
- Broadening the demographic;
- Links with the community;
- Women's & Girls' rugby;
- Using facilities for non-rugby activities; and
- Providing a welcoming environment.

Performance

- Creating development cultures;
- Coach Development Pathways;
- Training & Education;
- Nutritional advice;
- Strength & Conditioning;
- Media support;
- Finding the appropriate level for your club;
- Developing referees and match officials; and
- Medical support.

The 2017/18 Participation Agreement represents the first step in linking the principles of Agenda 3 to the participation of clubs in Scottish Rugby's competitions and each club's receipt of participation investment, benefits and other support from Scottish Rugby. This year's agreement clearly sets out the obligations which clubs must comply with in order to obtain participation investment, benefits and other support and to participate in league and cup competitions.

The 2017/18 Participation Agreement also introduces the concept of Minimum Operating Standards for clubs. These are the minimum standards from Scottish Rugby that every club is required to meet in order to operate as rugby clubs, receive investment and play in Scottish Rugby's competitions. It is anticipated that these concepts will be further advanced from 2018/19 onwards through the introduction of a Club Sustainability Award (replacing the Participation Agreement for future seasons). It is anticipated that the Club Sustainability Award will build on the Minimum Operating Standards and introduce different levels of accreditation standards for clubs to meet under the three key elements of Performance, Finance and Participation. In this way, Scottish Rugby may better reward progressive clubs who are contributing to the development of rugby and are operating in a sustainable way.

In addition, during 2016/17 Scottish Rugby issued guidance to clubs on the provision of material benefits (payments, travel support, accommodation etc.) for players coming into Scotland. This provoked a wider debate on the "payment" of players and raised questions in relation to player insurance, taxation and a number of related topics. To better inform our further consideration of this matter and any future policy, Scottish Rugby will gather information as to the nature and extent of any such benefits being provided. The 2017/18 Participation Agreement therefore requires clubs to provide Scottish Rugby with details of the material benefits that they (or anyone associated with them) are providing to their players, coaches etc.

It should also be noted that the last round of Capital and Revenue Awards under the four-year £1.6m Club Sustainability Fund will close in early November 2017. So far, 32 clubs have received awards of between £10,000 and £60,000 to develop their facilities or employ business development posts to generate income. A "one stop" application process in partnership with **sportscotland** has also allowed some of these clubs to secure a share of more than £2m from the **sportscotland** lottery fund towards their capital projects.

To find out more about the implementation of Agenda 3, the Club Sustainability Fund and the Club Sustainability Award, your club is invited to attend the Club Development Conference at the start of the season. Further information and the booking process will be provided separately. In addition, to support compliance with the obligations contained in the 2017/18 Participation Agreement, including the Minimum Operating Standards, it is anticipated that Scottish Rugby will provide clubs with guidance notes and a list of key contacts via the Scottish Rugby club communications and website in relevant areas such as Player Clearance, Player Registration, Player Welfare and Medical.

2017/18 CLUB PARTICIPATION AGREEMENT

BETWEEN:

Scottish Rugby Union plc, a company incorporated in Scotland with registered number SC132061 and having its registered office at BT Murrayfield, Edinburgh EH12 5PJ - ("**Scottish Rugby**");

and

The club or entity set out on the Acceptance Form (as defined below) – (**the "Club"**)

WHEREAS:

- A. Scottish Rugby wishes to make the Investment (defined below) available to the Club and to have the Club participate in Competitions (defined below); and
- B. By signing and returning the Acceptance Form (defined below) to Scottish Rugby, the Club agrees to be bound by the following terms and conditions:

1. Definitions & Interpretation

1.1. In this Agreement, the following definitions shall apply unless the context requires otherwise:

"Acceptance Form" means the Acceptance Form set out in Appendix 7;

"Agreement" means this agreement, together with the Appendix and any amendments thereto;

"Appendix" means the appendix to this Agreement, which is in 7 parts;

"Applicable Laws" means any and all applicable laws, legislation, bye-laws, regulations, or court orders/rules of court which in any way affect or impinge upon this Agreement or its subject matter from time to time, including those related to health and safety (including the guidance notes and codes of practice issued by the Health and Safety Executive), safeguarding and child protection, immigration, taxation and financial matters (including HMRC rules and regulations), alcohol licensing, anti-bribery or anti-corruption (including the Bribery Act 2010 and any replacement thereto) and the Modern Slavery Act 2015 (and any replacement thereto);

"Bye-Laws" means the bye-laws of the Union as applicable from time to time;

"Code of Conduct" means any code of conduct issued by Scottish Rugby from time to time;

"Competition" means any league, cup or other competitions operated or administered by Scottish Rugby or the Union, or under the auspices of Scottish Rugby or the Union, from time to time;

"Data Protection Legislation" means the Data Protection Act 1998 (including any subordinate legislation, guidelines and codes of practice) and any replacement thereto and/or any other applicable laws and regulations that relate to the processing of personal data and privacy, including where applicable, the guidance notes and codes of practice issued by the Information Commissioner;

"Confidential Information" means information that is designated as 'confidential' or which by its nature is clearly confidential. Confidential Information includes (without limitation) the terms of the Agreement and any information concerning the business processes, procedures, personal data, business affairs, financial affairs and finances of either Party, in any form or format;

"Investment" means the investment, benefits and other support made available to the Club in terms of this Agreement and more particularly set out in Appendix 1;

"Material Benefit" means money, consideration, gifts or any other benefits whatsoever

contracted, promised or given to a person or at his direction, but does not include reimbursement of proper expenses incurred for reasonable travel, accommodation, subsistence or other expenses incurred in relation to playing the game, together with any other definition or interpretation of "material benefit" as may be applied by HMRC from time to time;

"Minimum Operating Standards" means the minimum operating standards set out as such in Clause 4 below, together with any other minimum standards and requirements issued by Scottish Rugby from time to time;

"Party" means each of Scottish Rugby and the Club (together the **"Parties"**);

"Scottish Rugby" means the company with registered number SC132061 and with its registered office at BT Murrayfield Stadium, Edinburgh, EH12 5PJ;

"Scottish Rugby Registration System" means the system made available by Scottish Rugby from time to time to register players, coaches, club contacts, office bearers and/or match officials;

"Scottish Rugby Regulations" means Scottish Rugby's or the Union's directives, resolutions, regulations and policies from time to time in force, including the Domestic Regulations, National Competition Rules and Regulations, the Code of Conduct, the "Are You Ready to Play Rugby" Policy, the Discipline Rules and the decisions and directions of the Discipline Panel;

"Season" means the 2017/18 rugby union season in Scotland;

"Union" means the unincorporated association of members known as the Scottish Rugby Union;

"World Rugby" means the global governing body of the sport of rugby union and any successor thereto; and

"World Rugby Regulations" means World Rugby's directives, resolutions, regulations and policies from time to time in force, including those relating to the playing of rugby union, anti-doping, betting and anti-corruption, international clearance, match and tour approvals and player status and contracts.

- 1.2. In this Agreement, unless the context otherwise requires:
 - 1.2.1. words importing the singular include the plural and vice versa;
 - 1.2.2. words importing any gender include all other genders;
 - 1.2.3. words importing natural persons include corporations; and
 - 1.2.4. any use of the word "including" shall not be limited by the words that follow.
- 1.3. Headings used in this Agreement shall not affect its construction or interpretation.
- 1.4. If there is a conflict between the terms or interpretation of this Agreement and the Appendix, this Agreement shall prevail.

2. Agreement

- 2.1. This Agreement shall apply in respect of the Season, subject to its terms.
- 2.2. The Club agrees to work collaboratively and in good faith with Scottish Rugby to discharge the Club's obligations in accordance with this Agreement.
- 2.3. This Agreement is personal to the Club. The Club shall not be entitled to transfer or assign any of its rights or obligations under this Agreement to anybody else unless otherwise agreed in writing by Scottish Rugby.

3. Participation & Investment

- 3.1. Subject to the terms of this Agreement, the Investment will be paid directly to the Club by BACS transfer to the Club's nominated bank account on a date or dates to be determined by Scottish Rugby.
- 3.2. The Club shall be entitled to receive the Investment and to participate in Competitions, provided that:
 - 3.2.1. the Club has complied with and remains compliant with this Agreement;
 - 3.2.2. Scottish Rugby has received all reports and information it has asked for from the Club; and
 - 3.2.3. the Club has issued Scottish Rugby with all invoices and claim forms that Scottish Rugby has requested in respect of the Investment and Scottish Rugby does not dispute the amount or amounts stated on the same.

4. Obligations

- 4.1. The Club must:
 - 4.1.1. be and remain a member of the Union during the Season;
 - 4.1.2. sign and return the Acceptance Form by no later than the deadline stated by Scottish Rugby;
 - 4.1.3. maintain a disciplinary record to Scottish Rugby's satisfaction;
 - 4.1.4. only use the Investment for the purposes set out in the Agreement;
 - 4.1.5. not act, or fail to act, in any way which may, in the reasonable opinion of Scottish Rugby, be prejudicial to the goodwill, image or reputation of Scottish Rugby, the Union or the sport of rugby union;
 - 4.1.6. promptly provide Scottish Rugby with any information, documentation or materials that Scottish Rugby may reasonably request from the Club from time to time in respect of the Investment, the Club's participation in Competitions, or the subject matter of this Agreement; and
 - 4.1.7. act in accordance with all reasonable requests made to the Club by Scottish Rugby in connection with the Investment, the Club's participation in Competitions, or this Agreement.
- 4.2. The Club must provide Scottish Rugby with details of all Material Benefits that the Club (or anyone associated with the Club) has provided or is providing to its players, coaches, staff or club officials.
- 4.3. In respect of BT League and Cup Competitions, the Club must:
 - 4.3.1. complete all fixtures to the reasonable satisfaction of Scottish Rugby;
 - 4.3.2. participate in the relevant Competitions in accordance with relevant Scottish Rugby Regulations;
 - 4.3.3. be responsible for player transfers between clubs and dual registration in accordance with relevant Scottish Rugby Regulations and the transfer deadline for the Season (being 26 November 2017);
 - 4.3.4. return a copy of its team sheet to the relevant Competition Secretary no later than 48 hours after the relevant match kick-off time;
 - 4.3.5. produce a home match programme displaying the Scottish Rugby logo in a prominent position and which includes a full-page advert for BT in the prescribed format;

- 4.3.6. announce games as being "BT National 1/BT League/BT Cup" games in any PA announcements at club grounds;
 - 4.3.7. when provided, display Scottish Rugby and BT advertising material prominently throughout the club and actively promote this through club committees;
 - 4.3.8. when provided, insert additional Scottish Rugby and BT promotional materials in match programmes; and
 - 4.3.9. when provided, display Scottish Rugby and BT pitch side banners at the Club's home ground.
- 4.4. In respect of Schools & Youth Competitions, the Club must:
- 4.4.1. complete all fixtures to the reasonable satisfaction of Scottish Rugby;
 - 4.4.2. participate in the relevant Competitions in accordance with relevant Scottish Rugby Regulations;
 - 4.4.3. comply with the Schools & Youth results reporting procedure as notified to Clubs by Scottish Rugby from time to time;
 - 4.4.4. provide Scottish Rugby with team sheets for Under 18, Under 16 and Under 15 matches within 48 hours of the end of the conference or club fixture; and
 - 4.4.5. attend conference 'kick-off' and review meetings.

5. Minimum Operating Standards

Laws and regulations

- 5.1. The Club must:
- 5.1.1. comply with and operate in accordance with the Bye-Laws;
 - 5.1.2. comply with and operate in accordance with Scottish Rugby Regulations;
 - 5.1.3. comply with and operate in accordance with World Rugby Regulations;
 - 5.1.4. comply with and operate in accordance with UK Anti-Doping Agency (UKAD) rules, policies, guidelines and procedures; and
 - 5.1.5. comply with and operate in accordance with Applicable Laws.

Sustainability, Finance & Governance

- 5.2. The Club must
- 5.2.1. operate on a sustainable basis within its current means, both on and off the field, with a strong infrastructure to enable the Club to develop and succeed; and
 - 5.2.2. maintain good standards of governance, including maintaining an open constitution, maintaining key office bearers, submitting annual accounts, maintaining and operating in accordance with a code of conduct and holding an Annual General Meeting.

Insurance

- 5.3. The Club must:
- 5.3.1. maintain sufficient and appropriate insurance cover in respect of the Club's activities, including where applicable public liability, employer's liability insurance; and

- 5.3.2. comply with the insurer's terms and conditions and any relevant requirements of Scottish Rugby in respect of the Scottish Rugby Club Accident Insurance Scheme (including returning a completed proposal form in the format provided by Scottish Rugby by no later than 16 September 2017).

Player Registration & Clearance

- 5.4. The Club must:
- 5.4.1. comply with Scottish Rugby's requirements in respect of the Scottish Rugby Registration System and providing accurate and up-to-date information in respect of the same. This must include registering (or procuring the registration) of all the Club's players (at all levels of rugby - mini to adult, male and female), together with all the Club's coaches and other requested individuals, key contacts or office bearers; and
 - 5.4.2. ensure that all players who have been playing outside Scotland (including in England, Wales or Ireland) are cleared by Scottish Rugby to play in Scotland before they do so.

Coaching

- 5.5. The Club must:
- 5.5.1. endeavour to ensure that all its coaches and match officials are qualified as RugbyRight and in any event that at least 80% of its coaches and match officials are qualified as RugbyRight throughout the Season.

Child Protection

- 5.6. The Club must:
- 5.6.1. sign up to and apply the Scottish Rugby Policy on Child Protection and Welfare;
 - 5.6.2. maintain and provide evidence of compliance and implementation of an appropriate Child Protection Policy, with that policy clearly visible on the Club's website;
 - 5.6.3. appoint a Child Protection Officer, with that person's contact details clearly visible on the Club's website;
 - 5.6.4. ensure that its Child Protection Officer has completed intermediate level child protection training by no later than 31 December 2017 (or by such other date as may be notified by Scottish Rugby);
 - 5.6.5. ensure that all persons undertaking or participating in any coaching of rugby at Under-18 level and below have completed the PVG application process, become a PVG scheme member and provided an up to date PVG number to Scottish Rugby; and
 - 5.6.6. ensure that by the start of the Season, all persons undertaking or participating in any coaching of rugby at Under-18 level and below have completed foundation level child protection training included as part of RugbyRight.

Medical & Serious Injuries

- 5.7. The Club must:
- 5.7.1. apply such minimum medical or first aid standards as may be set out in this Agreement or notified in writing to the Club by Scottish Rugby from time to time, including that (wherever matches are played or training is conducted) there

is: (i) appropriate first aid cover and equipment provided (determined by a risk assessment); (ii) access to a telephone to ensure emergency services can be called immediately and; (iii) there is clear vehicular access for an ambulance or other emergency vehicle; and

- 5.7.2. complete and submit a Serious Injury Report to Scottish Rugby where any player has a rugby injury or related illness and as a result attends hospital and/or is required to attend a follow up appointment, is admitted to hospital and/or stays overnight, or dies.

6. Impact of Breach of this Agreement

- 6.1. If, in the reasonable opinion of Scottish Rugby, the Club has breached or is in breach of this Agreement then Scottish Rugby may, at its sole option and discretion, either:
- 6.1.1. reduce the amount of the Investment;
 - 6.1.2. withdraw or withhold the Investment or any part of it yet to be paid or made available, with no further obligation to pay any other amounts, regardless of the circumstances;
 - 6.1.3. withdraw or suspend the Club from any Competition;
 - 6.1.4. require that any part of the Investment already paid or made available to the Club (plus interest) is either: i) repaid to Scottish Rugby within 30 days; or ii) set off against any future Scottish Rugby monies (including participation investment, benefits or other support) otherwise available to the Club;
 - 6.1.5. terminate this Agreement in accordance with Clause 10.1. below; and/or
 - 6.1.6. apply any right, recourse, remedy or sanction otherwise available to Scottish Rugby under the Scottish Rugby Regulations.
- 6.2. Notwithstanding Clause 6.1 above, any breach of this Agreement may also jeopardise the Club's chances of participating in future Competitions or obtaining participation monies and other funding, benefits or support from Scottish Rugby in future.

7. Confidentiality

- 7.1. Subject to Clauses 7.1, 7.2 and 8.3 below, each Party shall keep confidential all Confidential Information received from another Party in relation to this Agreement and shall not use any Confidential Information for any purpose other than the performance of its obligations or exercise of its rights under this Agreement.
- 7.2. Confidential Information may be disclosed by any Party to that Party's professional advisers, employees and officers on a need to know basis (provided that such persons are aware of and comply with Clause 7.1), or if a Party is required to do so under Applicable Laws.
- 7.3. The Club will not advertise, promote or announce at any time that any Investment has been paid or offered without first obtaining both the written consent of Scottish Rugby to do so and the agreement of Scottish Rugby on what the Club intend to say. Scottish Rugby shall be entitled to publicly advertise, promote or announce in any format or media, without the need to obtain any prior consent from the Club, the fact that the Investment has been paid or offered.

8. Data Protection

- 8.1. Neither Party shall act or omit to act in any way which is inconsistent with Data Protection Legislation and each Party shall comply with Data Protection Legislation in connection with this Agreement.
- 8.2. The Club shall not do, or shall not cause or permit to be done, anything which may cause or otherwise result in a breach of Data Protection Legislation by Scottish Rugby.
- 8.3. The Club acknowledges and agrees that the personal data, sensitive personal data and other information (whether Confidential Information or otherwise) provided to Scottish Rugby under this Agreement may be held on paper and electronic files by Scottish Rugby and may be used or processed by Scottish Rugby, or shared with third parties by Scottish Rugby for: (i) the purposes of this Agreement; (ii) the purposes of the Club's membership of the Union; (iii) the purposes of the Club's participation in Competitions; (iv) disciplinary purposes; (v) the preparation of statistics; (vi) monitoring and evaluating the effectiveness of the Investment; (vii) if required by Applicable Laws; or (viii) for any other reasonable purposes connected to the business or operations of Scottish Rugby.
- 8.4. The Club warrants, represents and undertakes to Scottish Rugby that it has obtained all the necessary data consents required for the purposes of Clause 8.3.
- 8.5. The Parties will each take technical and organisational measures against unauthorised or unlawful processing of personal data processed by it on behalf of any other Party and against accidental loss or destruction of, or damage to, personal data or sensitive personal data as are necessary to comply with Data Protection Legislation.
- 8.6. For the purposes of this Clause 8 the terms "data controller", "personal data", "sensitive personal data" and "processing" shall have the meaning given to those terms in Data Protection Legislation.

9. Warranties & Liability

- 9.1. The Club warrants, represents and undertakes to Scottish Rugby that:
 - 9.1.1. it has and will have at all times the full authority and capacity to enter into and perform this Agreement;
 - 9.1.2. each individual signing the Acceptance Form has been fully empowered to do so and that all necessary action to authorise such signature has been taken;
 - 9.1.3. any and all information submitted to Scottish Rugby in connection with this Agreement is accurate and truthful and that the Club has not acted fraudulently in any way in connection with this Agreement; and
 - 9.1.4. it will procure, as necessary, the performance by its officers, employees, agents, suppliers and representatives of all such actions as are required to complete and satisfy its obligations in terms of this Agreement.
- 9.2. The Club will indemnify Scottish Rugby at all times and keep Scottish Rugby indemnified against any and all losses, claims, damages, costs, charges, expenses (including legal expenses), liabilities, demands, proceedings and actions incurred by Scottish Rugby which arise out of or in connection with, directly or indirectly and whether in whole or part, the Club's performance under this Agreement.
- 9.3. Scottish Rugby shall not be liable to the Club for any indirect, special or consequential loss or damages, whether caused by breach of contract or delict/tort (including negligence or breach of statutory duty) or arising in any other way.
- 9.4. Scottish Rugby's maximum liability to the Club under this Agreement will be limited to the monetary value of the Investment actually paid to the Club in the Season.

- 9.5. Nothing in the Agreement shall exclude or in any way limit the liability of either Party for death or personal injury due to that Party's negligence or any other liability to the extent the same cannot be excluded or limited as a matter of law.

10. Termination

- 10.1. Without prejudice to any other rights and remedies available to it under this Agreement, Scottish Rugby shall be entitled to terminate this Agreement at any time by notice in writing to the Club if, in the reasonable opinion of Scottish Rugby, the Club is in breach or has breached this Agreement.
- 10.2. Termination or expiry of this Agreement for whatever reason will not affect the accrued rights of Scottish Rugby arising out of this Agreement as at the date of termination (and in particular, but without limitation, the right to recover damages).
- 10.3. Any provision of this Agreement which is, expressly or by implication, intended to survive termination or completion of this Agreement shall continue in full force and effect.

11. General

- 11.1. Any waiver by Scottish Rugby of any rights or remedies under this Agreement will only be effective if such a waiver is in writing and has been signed by an authorised representative of Scottish Rugby.
- 11.2. This Agreement forms the entire agreement between the Parties in relation to its subject matter and supersedes any previous negotiations, communications or arrangements in relation to its subject matter.
- 11.3. Scottish Rugby may amend the Agreement from time to time, provided that it provides the Club with written notice of the same. The Club may not amend this Agreement at any time unless it obtains the prior written approval of Scottish Rugby to the amendment. Scottish Rugby does not have to agree to any request to amend this Agreement.
- 11.4. If any provision of this Agreement is determined to be unlawful by a court of competent jurisdiction and can be deleted without altering the essence of the Agreement, the unlawful provision will be severed and the remaining provisions will remain and be interpreted so as to give full force and effect to the Agreement.
- 11.5. The Parties are independent contracting parties. Nothing in the Agreement will be construed as creating a partnership, agency or joint venture between the Parties. Neither Party will hold itself out as being entitled to bind the other Party in any way or to make any representation on behalf of the other Party.
- 11.6. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation is to be governed by and construed in accordance with the Law of Scotland. The Parties irrevocably agree that the Scottish Courts have exclusive jurisdiction to determine any dispute or claim that arises out of or in connection with this Agreement, its subject matter or formation.

Appendix 1 – Investment

1. Club Investment

Subject to this Agreement, during the Season the following Investment may be paid by Scottish Rugby to each Club participating in the BT National 1 League:

1. National 1 Player Improvement Fund

Up to **£8,500** may be paid to each BT National 1 club to help improve standards of play and develop more professional infrastructures. A breakdown of this funding is set out in Appendix 2. This funding has been allocated to "Coaching and Directors of Rugby", "S&C" and "Match Analysis" as set out below. Clubs may claim this funding if they meet the relevant standards set out below and in the Participation Agreement wording above. Scottish Rugby may provide relevant support and guidance to help clubs meet these standards. Clubs can draw down "S&C" and "Match Analysis" funding during the season if they submit claims in advance of the following dates:

- **9 October 2017.**
- **11 December 2017.**
- **12 February 2018.**
- **9 April 2018.**

Eligible claims will then receive payment at the end of the month. If clubs submit claims after the above dates, it cannot be guaranteed that eligible claims will be processed until the next claim period. Clubs must submit claims against expenditure using the form set out in Appendix 3 and providing copies of all related expenditure to Scottish Rugby e.g. invoices, payroll documentation or any other information that may be reasonably requested by Scottish Rugby.

- Coaching and Directors of Rugby – Up to £4,000 is available to each BT National 1 club towards the Head Coach and Directors of Rugby positions, subject to your club meeting the Coaching and Directors of Rugby standards set out in Appendix 4.
- S&C and Match Analysis – Up to £4,050 is available to each BT National 1 club to achieve S&C and Match Analysis standards. The S&C standards relate to the quality of S&C specific coaching and the facility provision. As agreed with the National 1 Forum the biggest gains in S&C can be made over the close season and clubs can draw down funding for costs associated with S&C provision over this period if they meet the standards detailed in Appendix 5. Funding can also be drawn down against providing a consistent standard of match footage to enable the analysis of player and referee performances subject to your club meeting the Match Analysis standards in Appendix 6. Please note, £450 will be deducted at source from each club's funding to cover the cost of the analysis platform which will host match footage.

3. Sustainability Funding

Clubs may be eligible for funding against the categories of Teams, Coaches, Match Officials and Organisation/Governance.

By way of example only, a Club with three male and one female adult teams that achieves the top standards in coaching, refereeing and organisation will be eligible for £5,200 for the Season. Clubs may receive this funding in two tranches in October 2017 and May 2018. There may be additional funding available for clubs who work in partnership with Scottish Rugby for Rugby Development Staff.

a) Teams

£800 may be paid per adult team within the Club (male or female) that fully participates in the relevant Competitions in accordance with this Agreement. For 1st XV rugby the payment is split between full participation in the league and cup e.g. £600 for league and £200 for cup participation. Adult teams that participate fully in any reserve league or organised fixtures such as friendly pools are also eligible. Clubs may receive this funding in two tranches in October 2017

(BT Premiership male & female, male National & Regional Leagues) and May 2018 (Women's National 1, 2 & North League and Regional Reserve teams).

£500 may be paid per youth team (male) within the Club that fully participates in the Schools & Youth conference competitions (Tiers 1-3) in accordance with this Agreement. The maximum amount payable to any club will be £2500 (which is equivalent to 5 teams participating in all conference games). Clubs may receive this funding in May 2018. Please note that this contribution may be included in a Club's rugby development partnership agreement.

b) Match officials

Scottish Rugby has developed Gold, Silver & Bronze match official standards. These relate to Clubs producing enough referees to cover their playing programmes, based on a ratio of referees to the number of teams in each Club. Payments to Clubs will be calculated based on the 2016/17 referee statistics available to Scottish Rugby. Clubs may receive this funding in October 2017.

Gold Standard - **£1000** may be paid per Club if that Club has:

- 2 or more Level 1 qualified referees per Club team, with a minimum of 1 female referee;
- 2 or more active referees who are members of one of Scotland's referee societies; and
- 1 Referee Secretary / main point of contact within the Club for referees.

Silver Standard - **£500** may be paid per Club if that Club has:

- 2 or more Level 1 qualified referees per Club team, with a minimum of 1 female referee;
- At least 1 active referee who is a member of one of Scotland's rugby referee societies; and
- 1 Referee Secretary / main point of contact within the Club for referees.

Bronze Standard - **£250** may be paid per Club if that Club has:

- At least 1 Level 1 qualified referee per club team; and
- 1 Referee Secretary / main point of contact within the Club for referees.

c) Coaches

£500 may be paid per Club if that Club has:

- a minimum of 80% of its coaches having completed RugbyRight in accordance with the Minimum Operating Standards;
- ensured all youth coaches have a PVG check in accordance with the Minimum Operating Standards;
- returned a full and accurate register of all active coaches; and
- appointed a functioning Club Coaching Coordinator.

This payment may be made in May 2018.

d) Organisation / Governance

£500 may be paid per Club to support good governance within that Club (including strategic planning, robust financial systems, appointing appropriate key personnel and complying with Scottish Rugby Regulations and World Rugby Regulations) if that Club has:

- provided sufficient evidence of good governance, including maintaining an open constitution, key office bearers, annual accounts, code of conduct and evidence of an AGM in accordance with the Minimum Operating Standards;
- signed up to and applied the Scottish Rugby Policy on Child Protection and Welfare;
- appointed a named Child Protection Officer if involving players under the age of 18, with their contact details clearly visible on the Club website, in accordance with the Minimum Operating Standards;
- maintained and provided evidence of compliance and implementation of an appropriate Child Protection Policy if involving players under the age of 18 with this policy clearly visible on the Club's website, in accordance with the Minimum Operating Standards;
- ensured that all individuals undertaking or participating in any coaching of rugby at Under-18 level and below have completed the PVG application process, become a PVG scheme member and provided an up to date PVG number to Scottish Rugby, in accordance with the Minimum Operating Standards;
- ensured that all persons coaching rugby at Under-18 level have completed foundation level training as part of the online mandatory RugbyRight course at the start of the Season;
- ensured that their Child Protection Officer attends Intermediate Level Regional Child Protection Training between September and December 2017; and
- complied with all of Scottish Rugby's requirements in respect of Scottish Rugby's Player Registration System and provide accurate, up-to-date information in respect of the same (including registering all its players and coaches and providing contact information for all key club positions and office bearers).

This payment may be made in May 2018.

e) Travel Support

Long Journeys

If a Club or school is required to fulfil a BT League, BT Cup, BT National and BT Regional Reserve Leagues, BT Regional Reserve fixtures, National Youth Cup, Schools & Youth Conference Competitions (Tier 1-3), Youth Regional League (Tier 4), Scottish Schools' Cup, or Girls' Cup or Conference match with a return journey in excess of 200 or 400 miles, Scottish Rugby may make a travel contribution in respect of each of these journeys (excluding visits to the Scottish Islands which are covered below) as follows:

- Return journey of 200 or more miles - **£300** per journey
- Return journey of 400 or more miles - **£450** per journey

Youth & School Multiple Team Travel on same day.

- Return journey of 200 or more miles, 1-2 teams - £300 per journey
- Return journey of 200 or more miles, 3-4 teams - £600 per journey
- Return journey of 200 or more miles, 5 teams - £900 per journey
- Return journey of 400 or more miles, 1-2 teams - £450 per journey
- Return journey of 400 or more miles, 3-4 teams - £900 per journey
- Return journey of 400 or more miles, 5 teams - £1,350 per journey

Travel to Scottish Islands

If a Club or school is required to fulfil a BT League, BT Cup, BT National and BT Regional Reserve Leagues, BT Regional Reserve fixtures, National Youth Cup, Schools & Youth Conference

Competitions (Tier 1-3), Youth Regional League (Tier 4), Scottish Schools' Cup, or Girls' Cup or Conference match with a return journey to one of the Scottish Islands, Scottish Rugby may make a maximum travel contribution in respect of each journey as follows:

Travelling to Stornoway, Orkney and Shetland:

- Adult competitions – **£2,750** per return journey

Youth and school competitions for 1 team - **£1,300** (Shetland **£2,750**) per journey

- Youth and school competitions for 2 teams travelling - **£1,800** per journey
- Youth and school competitions for 3 teams travelling - **£2,800** per journey

Travelling to Arran, Bute, Cowal and Mull:

- Adult competitions – **£375** per return journey
- Youth and school competitions – **£200** per return journey

Travel from Scottish Islands

If a Club or school based in the Scottish Islands is required to fulfil a BT League, BT Cup, National Youth Cup, Youth Regional League, Scottish Schools' Cup, or Girls' Cup match with a journey to the mainland, a payment will be made as per the above.

Long Journey Travel Payments for male BT Premiership, National or Regional fixtures may be made by BACS transfer to an account nominated by each club by the end of October 2017. Please note the change of Women's BT Premiership payment to May due to the introduction of a split league format. Long Journey Travel Payments in respect of all other fixtures will be made following the end of the relevant competition in May to the same account. Mileages will be calculated based on information from the AA. The AA route planner can be found at <http://www.theaa.com/route-planner/index.jsp>.

For clubs participating in club conferences with multiple teams travelling, a cumulative approach to individual team travel will be adopted.

Island Travel Payments will be made on receipt of a claim form and appropriate receipts. The Island Travel claim form may be downloaded here: <http://www.scottishrugby.org/club-competitions-forms-downloads>.

f) Professional Player Reward Scheme

When a player signs their first professional playing contract with Scottish Rugby (Glasgow Warriors, Edinburgh Rugby, Scotland 7s or BT Sport Stage 3 Academy Player) the Club(s) that the relevant player nominates as playing a role in their development may receive the following sums to be divided between those clubs up to a maximum of **£3,500** per player:

- BT Sport Stage 3 Academy Player - **£100** per year for up to five years preceding the relevant professional contract;
- Scotland 7s - **£300** per year for up to 5 years preceding the relevant professional contract; and
- Edinburgh Rugby or Glasgow Warriors - **£500** per year for up to seven years preceding the relevant professional contract.

The amounts stated above are cumulative, i.e. the total payable for any player through their career with Scottish Rugby is £3,500, and not £500 plus £1,500 plus £3,500 (if a player has also been awarded an Academy and 7s contracts prior to being awarded a professional contract with Edinburgh Rugby or Glasgow Warriors).

2. Club Accident Insurance Scheme

Subject to the terms of this Agreement, the application process and insurer's terms and conditions being followed, Scottish Rugby will cover the full cost of the premiums for catastrophic injury

insurance cover provided under the Club Accident Insurance Scheme for all Clubs participating in Scottish Rugby's leagues, cup competitions or which otherwise members of the Union.

This is subject to the indicative premiums per team applicable in respect of the Season as follows:

<u>Playing Level</u>	<u>Insurance Premium</u>
Senior team	£ 540
Restricted fixtures (max 5 games)	£ 60
Youth teams (under-18)	£ 60
Midi teams (under-16/under-15)	£ 60
Mini teams (primary school age)	£ 60

By way of example only, if a Club runs a total of 15 teams (two senior men's teams, women's 1st XV, a men's 3rd XV playing fewer than five fixtures, a full complement of boys' and girls' midi and mini teams) Scottish Rugby will pay an insurance premium of **£2,340** in respect of that club.

All Clubs are encouraged to consider taking out the additional Temporary Disablement cover and to recommend that their players consider taking out personal cover appropriate to their individual circumstances. The compulsory cover provided by Scottish Rugby covers catastrophic injuries only. It does not cover loss of income through temporary injuries.

All Clubs are required to return a completed proposal form in the format provided by Scottish Rugby by no later than **16 September 2017** indicating the number of teams they require cover for. Cover can only be provided if the correct information is provided timeously, otherwise the Club will run the risk of being uninsured.

3. Registration of Players/Coaches

Clubs who do not participate in BT Leagues and Cups and as a result are not eligible for the Investment set out in the paragraph above may still receive £200 per Club provided that the Club registers all its players, coaches and other requested individuals or office bearers on Scottish Rugby's Player Registration System.

4. Club Commission

Club commission may be available to each Club buying tickets to Scotland international matches during the Autumn Tests and Six Nations at the following rates:

Autumn Tests:

- v Samoa – 11 November 2017, 2.30pm, BT Murrayfield: 25% club commission
- v New Zealand – 18 November 2017, 5.15pm, BT Murrayfield: 15% club commission
- v Australia – 25 November 2017, 2.30pm, BT Murrayfield: 25% club commission

6 Nations:

- v France – Sun 11 February 2018, 3pm, BT Murrayfield: 5% commission
- v England – Sat 24 February 2018, 4.45pm, BT Murrayfield: NIL commission

Group Offer

In addition to club commission, a group offer may be available to make it simple and affordable to bring groups of young players to watch Scotland at BT Murrayfield. This may include a free ticket for the first two adult organisers of a group. It is anticipated that group offer booklets will be distributed to Clubs in advance of the relevant matches.

5. Referee Expenses

Scottish Rugby will continue to pay the expenses of match officials allocated to each Club's matches by the Scottish Rugby match official department, or by one of the Scottish Rugby referee societies.

Appendix 2 - BT National 1 Funding Breakdown

Breakdown

Area	Total	Per Club
Coaching & Director of Rugby	£48,000	£4,000
Match Analysis – Upload & Sharing Site	£5,400 circa	£450 circa
S&C and Match Analysis Draw Down	£48,600	£4,050
Total	£102,000	£8,500

Schedule of Payments

Clubs must sign and return the Acceptance Form before the date stated in this Agreement. Payments may be made as indicated below.

Payment type	Amount	Action required from club	Payment date
National 1 Player Improvement Fund			
Coaching and Director of Rugby	£4,000	Meet standards	February 2018 Following course or workshop
Claims for match analysis & S&C		Clubs submit claims by 9 October 2017, 11 December 2017, 12 February 2018, 9 April 2018	Payment at end of October 2017, end of December 2017, end of February 2018 and April 2018
Insurance premiums (paid direct by Scottish Rugby)			
£540 per adult team £60 per age-group team (U18/mini/midi) £60 per adult restricted fixtures team		Insurance Proposal Form to be submitted by 16th September 2017	N/A
Sustainability Funding			
Men's BT National 1, National, Regional & Women's Premiership League	£800 per team	Fully participate in league and cup and comply with conditions and regulations	End of October 2017
Women's National 1 & 2 and Reserve Teams	£800 per team	Fully participate in league and cup and comply with conditions and regulations	End of May 2018
Schools & Youth Conferences	£500 per team	Meet standards	End of May 2018
Match official Funding	£1000, £500, £250	Meet standards	End of October 2017
Coaching Funding	£500	Meet standards	End of May 2018
Organisation / Governance	£500	Meet standards	End of May 2018
Travel Support Scheme			
	Mileage based payment - participation in at least one round of the cup competition	BT League travel – None BT Cup travel – None Travel to Scottish Islands – application form Travel from Scottish Islands – contact Laura Henderson	As per Appendix 1 (1.1 e)
Player registration and club contacts			
	£200 (only for clubs who are not eligible for BT League and Cup participation payments)	Register all players by the end of March 2018 and sign off as accurate.	June 2018

Appendix 4

Player Improvement Fund – BT National 1 2017/18

Coaching & Director of Rugby

Scottish Rugby may provide funding of up to £4,000 in total for the positions of Head Coach and Director of Rugby.

Area	Premiership Standards	Notes
Coaching Audit	Clubs to complete audit detailing coaches, qualifications and expenditure.	SR will circulate audit at the start of the season.
Coaching Qualifications	<ul style="list-style-type: none"> Club Head Coach – will have or be working towards UKCC Level 3 Assistant Coaches – will have or be working towards minimum standard of UKCC Level 2 or preferably UKCC Level 3 2nd XV Coach to have or be working towards UKCC level 2 	<p>Subsidised course fees: Level 3 – £240 - £360 (applications now closed for 17-18 course)</p> <p>Level 2 – £80 (detail available here - http://www.scottishrugby.org/coaching-youth-adult-rugby-union-ukcc-level-2)</p>
Coaching - Continual Professional Development (CPD)	The Head Coach and other club coaches will attend regular CPD workshops delivered by Scottish Rugby coach development department. The head coach must attend a min. of 1 pro-coach masterclass CPD workshop (dates to be advertised in August)	
Pre-season Briefing	Club Head Coach and Director of Rugby to attend briefing on the evening of Wednesday 16th August at BT Murrayfield.	Briefing will include a Laws update.
Director of Rugby Course	Club Director of Rugby (or club committee person with equivalent responsibility) to have attended, or be working towards the Director of Rugby course held by Scottish Rugby	<p>2017-18 Director of Rugby course dates:</p> <p>Day 1 – Sunday 12th November 2017</p> <p>Day 2 – Sunday 28th January 2018</p> <p>Application form - https://dor17-18.eventbrite.co.uk</p> <p>Refresher Workshop A refresher workshop for those DORs who have already completed the DOR course will take place on Sunday 22nd October 2017. Information will be sent out in due course.</p>

Appendix 5

Monitoring by Scottish Rugby:

Area	Requirement	Essential	Desirable	Provision
Strength & Conditioning Coaching	Minimum of 1 x Strength & Conditioning Coach for Senior Squad	<ul style="list-style-type: none"> ✓ World Rugby Strength & Conditioning Level 1 ✓ World Rugby Strength & Conditioning Level 2 	<ul style="list-style-type: none"> ✓ UKSCA Accreditation ✓ World Rugby First Aid in Rugby ✓ World Rugby Educator 	<ul style="list-style-type: none"> • Provide Strength & Conditioning Programmes for Senior Squad • Monitor Strength & Conditioning player development through S&C testing • Ensure physical preparation & recovery protocols are put in place to maximise performance and enhance recovery
Strength & Conditioning Facility	All Senior Squad players must have access to a Strength & Conditioning facility (preferably a club facility)	<ul style="list-style-type: none"> ✓ Olympic bars, collars & plates (22.5cm radius) ✓ Squat rack or stands ✓ Lifting station or platform ✓ Chin up bar ✓ Exercise bench 	<ul style="list-style-type: none"> • Please contact Scottish Rugby's Strength & Conditioning Coach Development Officer for further information on additional equipment 	<ul style="list-style-type: none"> • Club facility must have minimum standards / gym etiquette put in place to ensure upkeep & maintenance of equipment • Facility should provide adequate space, equipment and weight for groups of players to train together

Monitoring from Scottish Rugby:

- Clubs must share testing information and data with Scottish Rugby's Strength & Conditioning Coach Development Officer and where required allow Scottish Rugby to undertake some S & C testing with your senior squad
- Club Strength & Conditioning Coach must attend relevant coaching courses and CPD opportunities

For further support and guidance please contact Scottish Rugby's S&C Development Officer Peter Jericevich at peter.jericevich@sru.org.uk or by telephone on 07834 541521.

Appendix 6

Match Analysis Standards

BT National 1 Clubs will provide the following standards of cover for all BT League and Cup matches in season 2017/18.

1. Analysis Equipment – Each team must possess, have access to or hire the equipment listed below in order to produce a video copy of their matches:
 - a. A tripod
 - b. A digital video camera
 - c. Sufficient battery power for the camera in order to capture the full 80 minutes of the match. We recommend buying additional batteries to cover this, or if mains were provided then this would be suitable.
 - d. Sufficient memory storage for the full 80-minute match. This would tend to be a 32GB SD card. If you are still using videotapes then we suggest you upgrade your camera to digital HD, which will produce a better quality of footage.
 - e. A laptop in order to upload the footage to coach logic or similar sharing and analysis site. This can be done through Mac OS or Windows.
 - f. A Sennheiser unit should be attached to the referee and the camera in order to record the communications from the referee.
2. Filming of Matches
 - a. Matches must be filmed from an elevated position. Generally, the higher the better. Positioning the camera on halfway would give you the best field coverage. It is recommended that you film from the back of a stand or build a gantry.
 - b. Matches must be recorded from the beginning of the first half all the way through to half time without any stoppages on the camera. At half-time you should change the battery if you feel it will not last the whole of the second half. The same process must be taken with the second half, filming all the way through from the beginning until the full-time whistle. This is to optimise the analysis on things such as the length of the game, ball in play and referee analysis.
 - c. It is recommended that you film a 'good middle distance', this is not too close that you cannot see the positioning of the 10s when the ball is at the bottom of a ruck, and it is not so far away that you cannot identify the players entering the ruck. Remember to zoom in and out as the ball travels to the far side of the pitch and back again. A video will be uploaded to each team's coach logic or similar sharing and analysis site to give guidance on best practice for filming games.
3. Uploading to Scottish Rugby's analysis platform.
 - a. The home team must upload a copy of their game within 36 hours of the final whistle. The away team must do this within 48 hours.

Additional Info

Each club must identify a suitable representative who is responsible for the filming of the matches.

The SRU have trained a bank of analysis students who are capable of filming and tagging matches. If you would like to be put in touch with a student, then please contact Rob Holdsworth at rob.holdsworth@srug.org.uk or by telephone on 07969 392 448.



Appendix 7

Acceptance Form

Rebecca Finnie
Domestic Rugby
Scottish Rugby Union plc
Company Number SC132061
BT Murrayfield
Edinburgh
EH12 5PJ

Date as postmarked

Dear Sir/Madam,

We confirm that our club has read and hereby accepts the terms of the BT National 1 Participation Agreement 2017/18.

Our club understands and accepts that its ability to participate in Scottish Rugby's league and cup competitions and to receive participation investment, benefits and support from Scottish Rugby during 2017/18 is dependent upon our club complying with the terms of the BT National 1 Participation Agreement 2017/18 and that failure to do so may result in Scottish Rugby, at its discretion, exercising its rights and remedies against our club as set out in more detail in the BT National 1 Participation Agreement 2017/18.

Club Name _____

President's Name _____

President's Signature _____ Date _____

Secretary's Name _____

Secretary's Signature _____ Date _____



