



The  
**SUPER6**  
Tournament

Franchise Information

November 2017

# Contents

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1	INTRODUCTION	5
2	OVERVIEW	6
2.1	Key features	6
2.2	Key dates	7
3	TENDERING FOR A SUPER 6 FRANCHISE	8
3.1	Pre-qualifying conditions	8
3.2	Compliance with the Super 6 franchise model	8
3.3	Syndication	9
3.4	Franchise award process	9
3.5	The Championship in 2019-20	9
4	GOVERNANCE, MANAGEMENT AND FUNDING	12
4.1	The Franchise Board	12
4.2	Club Executive Committee	12
4.2.1	Retained power	12
4.2.2	Marketing function	13
4.2.3	Finance function	13
4.2.4	Head Coach	13
4.3	Funding model	13
4.4	Income and expenditure	14
4.5	Change to the funding model	14
4.6	Financial responsibility	14
5	RUGBY OPERATIONS	15
5.1	The Head coach	15
5.1.1	Super 6 responsibility	15
5.1.2	Head coach and the club	15
5.1.3	Reporting	15
5.1.4	Player coaches	15
5.2	Squad selection	16
5.2.1	Responsibility for selection	16
5.2.2	Open market and restrictions	16
5.2.3	Academy members	16
5.2.4	Open period	16
5.2.5	Long term injuries	17
5.3	Team selection	17
5.3.1	Responsibility for selection	17
5.3.2	Full-time professionals	17
5.3.3	Emergency and short term injury	17

5.4	Season	18
5.5	Fixtures	18
5.6	Support staff	18
6	PLAYERS	19
6.1	Contracts	19
6.1.1	Contracts of employment	19
6.1.2	Restriction on play	19
6.1.3	Out of contract	19
6.2	Rates of pay	19
6.2.1	Normal rates	19
6.2.2	Earnings cap	20
6.2.3	Bonuses	20
6.2.4	Expenses	20
6.3	Injuries	20
6.4	Welfare	20
6.4.1	Education	20
6.4.2	Duty of Care	20
6.4.3	Discipline	21
7	FACILITIES	22
7.1	Single playing venue	22
7.2	The ground	22
7.3	Training facilities	22
7.4	Infrastructure	22
7.5	Support staff	22
8	PARTNERSHIPS AND LINKS	24
8.1	Key position of the Super 6 franchises	24
8.2	The Franchise network	24
8.2.1	Edinburgh Rugby and Glasgow Warriors	24
8.2.2	Universities and colleges	24
8.2.3	Local amateur clubs	24
8.2.4	Schools of Rugby	25
8.2.5	Local communities and local government	25
8.2.6	The local Regional Academy	25
9	COMMUNICATIONS, MARKETING AND COMMERCE	26
9.1	Strategy	26
9.2	Club marketing and communications function	26
9.3	Sponsorship, advertising and merchandising	26
	Appendices	28
	Appendix 1	Extract from BT Premiership Club Participation Agreement 2017/18

## Definitions

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**Super 6 Tournament:** a new tournament to be sponsored and regulated by Scottish Rugby in which clubs that are awarded a franchise play their teams of part-time professional players

**The franchisee/franchised club:** a domestic club, syndicate of clubs or an institution that has successfully bid for one of six regional franchises thus qualifying its part-time professional side to play in the Super 6 Tournament

**The franchisor:** The Scottish Rugby Union Limited (Scottish Rugby)

**Franchise agreement:** the contract between Scottish Rugby and the franchisee that regulates the operation of the Super 6 Tournament and the franchisee's participation in it

**High Performance department:** the agent of Scottish Rugby as the regulator of the Super 6 Tournament

**Club:** the franchisee, which may be a domestic club, a syndicate of clubs or an institution

**Franchise board:** A board set up by the franchisee to supervise the operations of its Super 6 team and to ensure compliance with the terms of the franchise

**Executive committee:** the governing body of a club (or of each club in a syndicate) with a Super 6 franchise which sets up the franchise board to which it delegates powers to supervise its participation the Super 6 Tournament

**The Academy:** the BT Sport Academy of Scottish Rugby

**Syndicated franchise:** a franchise awarded to a collective of two or more clubs that has a single franchise board on which each of the syndicated clubs is represented

**Franchised institution:** see franchisee/franchised club

# 1. INTRODUCTION

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The Super 6 is a new tournament for domestic clubs within the competitive playing structure of the Scottish Rugby Union (Scottish Rugby). Its introduction is a key initiative within Scottish Rugby's Agenda 3 plan to improve the playing standards of club rugby in Scotland, and thus make the top tier of domestic rugby an ever more effective feeder of talent into the full-time professional game. This will support Scotland's aim of keeping its standards of play, at all levels of the game, abreast of its international peers, and keeping secure its place amongst rugby's leading nations. Agenda 3 allows a period of time for this to be achieved.

Also a part of Agenda 3, and equally important, is the introduction of the Super 6 Tournament, which is designed to respond to the long standing concerns held by many clubs on matters like the sustainability of club finances, greater investment by the SRU in the domestic game, clearer and better pathways for developing and rewarding the talent in clubs, and stimulating spectator appetite for exciting play which will in its turn increase public interest in our game.

The purpose of this document is to invite applications for the six franchises and to provide information about the requirements and terms of membership of the Super 6 Tournament.

## 2. OVERVIEW

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### 2.1 Key features

Leading clubs that gain one of the six franchises offered by Scottish Rugby during the 2017-18 season will be able to participate in the Super 6 Tournament in 2019-20. The tender will invite clubs (or syndicates of clubs) to be licensed to participate in the new tournament by signing a franchise agreement. At least one of the six franchises will be awarded to a club from each of the four rugby playing regions of Scotland. If a region does not put forward a viable applicant Scottish Rugby may take special steps to make good the vacancy.

Clubs that own a Super 6 franchise will operate in conjunction with the High Performance department of Scottish Rugby to manage the operations of their Super 6 teams. Each club will do this by setting up its own franchise board to manage all aspects of its participation in the tournament. The franchise board will consist of three officers of the club and a representative of the High Performance department. The board will appoint a head coach after consulting and reaching agreement with the High Performance department. The head coach will be co-opted onto the franchise board as a full member.

The independence, identity and traditions of each franchised club will remain exclusively in the hands of the club's executive committee. Scottish Rugby, as franchisor, will do its utmost to support the well-being of each franchise and the club or clubs that owns it.

Scottish Rugby will also help clubs to prosper in a wider setting. Each franchised club will be aligned with and supported by one of Scotland's two full-time professional clubs and also with one of the leading rugby-playing centres of tertiary education. Positive relationships between franchisees and their local communities, particularly the local rugby community, will also be encouraged and expected.

Apart from managing the Super 6 Tournament and the franchise agreement that governs it, clubs will remain independently responsible for conducting their business affairs without restriction and governed solely by their own constitutions.

Super 6 teams will play a total of 20 competitive fixtures that comprise tournament matches, play-offs and cross-border fixtures.

Teams will be drawn from a squad of 35. The payroll for players, the squad coaches and other support personnel, and other direct costs will be shared between Scottish Rugby and the franchised club(s).

Franchises are offered for an initial period of five years during which there will be no relegation, or in consequence, any promotion from the Championship. Further changes to the structure of the amateur tournaments are described elsewhere.

All players in the Super 6 will have a professional part-time contract. Section 6.1 describes how this restricts their ability to play in other fixtures without the agreement of the head coach and, in any case, against amateur players.

In summary, the Super 6 is a tournament populated only by (part-time) professional players, playing to standards set by Scottish Rugby's High Performance department, while continuing to exist within the context of the wider club game. It will draw Scottish club rugby closer to the rising international standards of domestic rugby, whilst preserving the atmosphere and affiliations that are traditional amongst clubs. Importantly, it will also be a proving ground for rising talent to aspire to or on which to continue on a path towards full-time professional excellence.

## 2.2 Key dates

- November 20th 2017: Invitations to tender will be issued to the Scottish Rugby Union's member clubs on November 20th 2017.
- December 20th 2017: Application forms available.
- March 30th 2018: Applications will close.
- May 1st 2018: Names of the franchisees will be announced.
- July 1st 2019: Launch season begins (playing season on 7th September).

A more detailed timetable is at Section 3.4.

## 3 TENDERING FOR A SUPER 6 FRANCHISE

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### 3.1 Pre-qualifying conditions

Applicants must demonstrate their actual or potential ability to meet the expectations associated with high performance rugby. To do this they must first satisfy Scottish Rugby that they do or can meet the current minimum operating standards for the BT Premiership in respect of:

- laws and regulations
- sustainability, finance and governance
- insurance
- player registration and clearance
- coaching
- child protection
- medical and serious injuries

Further, applicants will be assessed for compliance with the current standards for Premiership clubs on coaching, nutrition, strength and conditioning, medical safeguarding and treatment, and physiotherapy.

These pre-qualifying conditions are set out in more detail at Appendix 1 which includes material from the BT Premiership Club Participation Agreement 2017/18.

This does not prevent applications from non-Premiership clubs, but it is likely that any applicant that falls too far short of the requirements will have to make big strides very quickly. This will be particularly true if other applicants in the same region are already better able to meet these requirements. If a syndicate of two or more clubs applies for a franchise, at least one club should be able to satisfy the above conditions.

Applicants, whether a single club or a syndicate, that do not fully meet all the requirements will nevertheless be considered for membership if they can provide good evidence or reason to believe that they will be able to meet the requirements before the launch season of the Super 6 Tournament.

Additional terms and conditions might emerge in discussion with applicants as their applications are examined.

### 3.2 Compliance with the Super 6 franchise model

Successful applicants will be required to sign a franchise agreement reflecting the requirements, criteria and principles set out in this document. Applicants who satisfy the pre-qualifying conditions should note that to make a successful application for a franchise they will need to indicate they are willing to adopt the system of squad and team management on and off the field described in Section 5, which is at the heart of the Super 6 model and concept. They will also be agreeing to be bound by the governance and administrative processes described in the other parts of this paper, and demonstrate they have, or will have within the required timescales, the on- and off-field facilities described in Section 7.

In making a final selection Scottish Rugby will judge:

- their confidence in the applicant's enduring financial stability
- the applicant's history of pursuing progressive policies to develop the game for the benefit of players, spectators, club members and the wider rugby public



- the suitability of the applicant to be a centre of excellence for the game in its region by way of its location and catchment for members and spectators
- the applicant's strategic plans for developing the club, including its on- and off-field facilities
- the level of enthusiasm demonstrated by the applicant to grow all dimensions of the game in its region of Scotland.

Scottish Rugby will select at least one applicant from each of the four regions of Scotland and not more than two in any region. Each successful applicant (including co-applicants where there is a syndicated application) will then be awarded a five year franchise to become a member of the Super 6 Tournament.

### **3.3 Syndication**

Syndicated clubs must create and use a new name for their Super 6 franchise.

Where an application is made by a syndicate of two or more clubs, or by an institution, prospective applicants must demonstrate:

- how they would configure their franchise board given the interests of all the clubs to be served
- how they propose to share adopting the requirements set out in these pages for managing franchise funds and the heads of income and expenditure
- how they would reach agreement between their executive committees on priorities, policies and initiatives
- how they would direct and authorise their representatives on the franchise board to take key decisions on managing rugby operations.

Scottish Rugby will offer help and advice on these matters to interested syndicates. If no club or syndicate in a region comes forward with a sound application, Scottish Rugby will work with willing clubs and institutions in the region to construct a viable franchise, on a syndicated basis if necessary.

### **3.4 Franchise award process**

Invitations to all clubs in the Union to apply for a franchise will be issued on 20th November 2017, after which interested parties may ask questions. How this will be done will be advised.

On 20th December 2017 a questionnaire and application form will be issued. Returned questionnaires will be discussed informally between responding clubs and an executive team from Scottish Rugby who will provide advice and guidance on anything more applicants could do to support their case. Any additional supporting evidence will then be submitted, after which the club's representatives will be interviewed by Scottish Rugby's assessors.

Final applications must have been received by 30th March 2018. The successful applicants will be selected during April 2018. The six franchisees will be announced on 1st May 2018. Scottish Rugby's decision will be final.

### **3.5 The Championship in 2019-20**

In the launch season of the Super 6 Tournament, the Championship becomes the top league for wholly amateur sides. The 2019-20 Championship Participation Agreement will say that the remuneration of players in cash or kind will not be permitted in that league, or in any other amateur league.

Clubs in the Premiership in the 2018-19 season that do not have a Super 6 franchise for the 2019-20 season will play in the Championship. At the conclusion of the 2018-19 season normal promotion and relegation between the Premiership and the National Leagues will be suspended. However, to ensure the Championship contains 12 sides the places that remain will be populated on the basis of

the National 1 2018-19 finishing positions. Selection will be made in descending order starting with the team finishing top that season.

This method of populating the Championship will then also be applied to the National Leagues as in a ripple effect. Should any additional teams be needed to ensure the National Leagues are fully populated that will be addressed in due course.

As below we have described the effects of clubs acquiring a franchise.

For the purposes of this section, the “**Top 12**” is the Premiership clubs in 18/19, together with the clubs finishing in the top 2 positions in National 1 in 18/19.

**1. A one club Super 6 franchise (where the club finishes in the Top 12 in 18/19)**

The senior amateur team will be positioned in the National League for 19/20.

**2. A one club Super 6 franchise (where the club finishes below the Top 12 18/19)**

The senior amateur team retains its current league position for 19/20, subject to the resulting league reorganisation.

**3. Syndicated Super 6 franchise where one club finishes in the Top 12 in 18/19 and any other clubs finish outwith the Top 12 in 18/19**

The club in the Top 12 in 18/19 will have their senior amateur team positioned in National League 1 in 19/20 and those syndicate clubs who are not in the Top 12 in 18/19 will retain their current league positions in 19/20, subject to the resulting league reorganisation.

**4. Syndicated Super 6 franchise where two clubs finish in the Top 12 in 18/19 and any other clubs finish outwith the Top 12 in 18/19**

Those clubs who finish in the Top 12 in 18/19 will have their senior amateur team positioned in National League 1 in 19/20 and those syndicate clubs who are not Top 12 clubs in 18/19 will retain their current league positions in 19/20, subject to the resulting league reorganisation.

**5. Syndicated Super 6 franchise where three or more clubs finish in the Top 12 in 18/19 and any other clubs finish outwith the Top 12 in 18/19**

Those clubs who are currently in the Top 12 in 18/19 will have their senior amateur team positioned in the Championship in 19/20 and those syndicate clubs who are not Top 12 clubs in 18/19 will retain their current league positions in 19/20, subject to the resulting league reorganisation.

**6. A multi club Super 6 franchise, whose individual syndicate clubs are not in the Top 12 in 18/19**

Clubs retain their current league positions in 19/20, subject to the resulting league reorganisation

In relation to individual franchises (who finish in Top 12 in 18/19) or syndicates of up to two clubs (who both finish in Top 12 in 18/19), their senior amateur team will play in National League 1 in 19/20. This is related to the sustainability of each senior amateur team and their ability to remain competitive in 19/20, given the potential material loss of their current first XV players being signed by the franchise.

In relation to syndicates of three or more clubs (who finish in Top 12 in 18/19), their senior amateur teams will play in the Championship in 19/20. It is deemed that the potential effect of each amateur team losing players to the franchisee will be reduced as this will be shared by each club in the franchise.

With regards to individual or syndicated applications, each applicant will need to clearly demonstrate that playing standards in the senior amateur teams will be protected and plans to guarantee this must be part of the submission.

Scenario	Potential Syndicate	Result for Senior Amateur Side
1	Top 12 Club 1	National League 1
2	National League Club	Retain National League Position
3	Top 12 Club 1 National League Club(s)	National League 1 Retain National League Position
4	Top 12 Club 1 Top 12 Club 2 National League Club(s)	National League 1 National League 1 Retain National League Position
5	Top 12 Club 1 Top 12 Club 2 Top 12 Club 3 National League Club(s)	Championship Championship Championship Retain National League Position
6	National League Clubs	Retain National League Position

## 4. GOVERNANCE, MANAGEMENT AND FUNDING

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### 4.1 The Franchise Board

The executive committee of each franchised club, syndicate or institution will establish a franchise board. The members will be responsible for:

- ensuring that the franchisee complies with the terms, conditions and requirements of its franchise agreement
- supervising the management of the Super 6 squad's operations on and off the field so that they remain consistent with the model and concept set out in franchise agreement.

The Board will have five members. The executive committee(s) of the club or clubs will appoint three members. All of them must be signatories to the franchise agreement on behalf of the club or clubs or institution they represent.

The High Performance department of Scottish Rugby will appoint one member to represent its interest as the franchisor. These four members will appoint the head coach in consultation with and subject to agreement by the Technical Director of Scottish Rugby. The head coach will then be co-opted as a full member ex officio of the franchise board.

The executive committee of the club may appoint any of its members to the franchise board but these will normally be office holders, such as its President and Secretary. One of the three will be nominated as the club's principal contact with Scottish Rugby.

The role of Scottish Rugby's representative is to advise other members of the franchise board on matters of fact or interpretation of provisions of the franchise agreement or any other issue relating to it. Members will be expected to respect and to follow the guidance as a matter of normal practice. Notwithstanding, should other members wish to question the advice given, then the franchise board should determine, by a vote of its members, to seek a ruling from the Director of Performance Rugby of Scottish Rugby as provided by the franchise agreement.

The franchise board will not have any jurisdiction over the internal affairs of the club. However it will consider and discuss with the executive committee all issues that affect a club's willingness and ability to comply with its obligations under the franchise agreement. The franchise board, guided by its Scottish Rugby representative, will provide guidance where necessary, support if possible and recommend courses of action by club and/or Scottish Rugby if appropriate.

The franchise board at its discretion may invite others to join its meetings to observe or advise. Those invited will have no standing in any decisions made by the board. It is suggested that during the season the board should meet at least monthly to receive a report from the head coach and to consider any other operational matters and developments affecting the health and success of the club's participation in the Tournament.

### 4.2 Club Executive Committee

#### 4.2.1 Retained power

A club's legal entity will have an executive committee or board whose remit will include all matters of club governance except those delegated to the franchise board under the terms of the franchise agreement. However the executive committee must retain a focus on how the club is meeting its obligations under the franchise agreement.

The executive committee will appoint three of its members to the club's franchise board. It will nominate one member as the franchisee's principal contact with the Technical Director of Scottish Rugby and the High Performance department.

#### 4.2.2 Marketing function

A club must appoint a member of its executive committee to have responsibility for its marketing and communications function. It is a club's responsibility to promote and market its Super 6 team to its members, sponsors and the public, seeking and winning support from each of these. Scottish Rugby will provide free specialist advice and assistance to clubs' marketing functions by or through its Club Services department. Other marketing costs will be borne by clubs themselves.

Scottish Rugby will also promote the Super 6 brand and will call on franchisees to participate in this where and when appropriate.

#### 4.2.3 Finance function

The key responsibilities of a club's financial director are:

- to ensure that the executive committee is aware of the club's financial obligations under the franchise
- to remain satisfied that the club's financial and strategic plans underwrite compliance with the terms of the franchise
- to see that the true state of the club's affairs and its franchise account are properly reported at the intervals required and in the manner prescribed by the franchise agreement.

#### 4.2.4 Head Coach

As an employee, the head coach should not be a member of the executive committee. Their principal responsibilities will be exercised through membership of the franchise board. Nevertheless it will be good practice to expect that periodically, they will give a first-hand account of rugby operations to the executive committee so that it may remain in close touch with all developments in the operations and playing performance of the Super 6 team as seen from the unique position occupied by the head coach.

### 4.3 Funding model

The total value of funds to be invested in the direct costs of each Super 6 squad is a matter for the franchisee. Through their franchise boards, franchisees must fund players' wages (including benefits in kind but excluding other payroll costs) to a minimum £125,000, of which Scottish Rugby will contribute £62,500. Scottish Rugby will also contribute to each franchise a further £75,000 towards the cost of the head coach and other support staff. Thus Scottish Rugby's total financial commitment will be £137,500 per franchise or £825,000 across all franchises.

Direct costs of the Super 6 squad	Scottish Rugby total £	Club minimum £
Players' wages and benefits in kind for a squad of 35 (excluding payroll costs).	62,500	62,500
Head coach and support staff	75,000	No max or min
<b>Total</b>	<b>137,500</b>	

More detail on player wage costs, including the operation of a wage cap is at Section 6.2.

Scottish Rugby will continue to support clubs that play cross-border fixtures in the same way it has done in the past. Payment will be made for travel and other associated costs, the exact figure to be agreed before the start of the season, taking into account the distance and logistics involved for each Super 6 team.

#### **4.4 Income and expenditure**

Franchisees must submit a Super 6 budget to Scottish Rugby before 1st July each year, indicating what its total expenditure on players and staff will be. The franchise board must be able to demonstrate that the budget remains consistent with the franchisee's aim, and Scottish Rugby's requirement, for all clubs to enjoy assured financial sustainability.

Responsibility for all income and expenditure lies with franchisees, except as described in Section 4.3 above. Scottish Rugby guarantees the contribution of £137,500 but cannot underwrite a franchisee's financial position beyond that sum.

It is an objective of Super 6 rugby that, because Super 6 teams will play to the highest standards in their region, the quality of play will improve club membership numbers, gate takings, sponsorships and advertising. Income generated by the club from any source may be retained and applied by the franchisee without any restriction.

The club's book-keeping must demonstrate that funding for the Super 6 team is wholly and solely applied to the purposes for which it is given by Scottish Rugby. Thus Super 6 income and expenditure must be transparently recorded in an easily audited account that is able to demonstrate how funds applied to the Super 6 have been spent.

More generally, the part played by the Super 6 team in the club's strategic and financial plans, and through its business reporting, will also be examined by Scottish Rugby. Other financial reporting by the club should continue in line with the requirements of the relevant Participation Agreements.

#### **4.5 Change to the funding model**

The funding model of the franchise will remain in place for the duration of the franchise period. However, the amounts subscribed by Scottish Rugby may be increased at Scottish Rugby's discretion.

The minimum amount to be applied to player wages and the individual earnings cap may also be increased if Scottish Rugby and all six franchisees agree to do so.

#### **4.6 Financial responsibility**

Clubs are advised to act judiciously in allocating funds between various heads of cost, such as player wages, team support and club facilities. Both the franchise board and the executive committee have responsibility to ensure that the size of the wage bill or any other area of expenditure does not prejudice the club's ability to fund all its other obligations such as support staff, equipment and facilities et cetera.

Financial advice is available from the Club Services department of Scottish Rugby. It will always urge that long-term financial sustainability should remain the club's priority.

## 5 RUGBY OPERATIONS

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### 5.1 The Head coach

#### 5.1.1 Super 6 responsibility

All Super 6 squad and squad support matters on and off the pitch pivot around the head coach. This appointment is made by the club's franchise board in consultation with, and subject to, the agreement of Scottish Rugby's High Performance department.

The head coach will have a direct responsibility to the Technical Director of Scottish Rugby to raise the quality of the squad's play in line with professional standards.

The responsibilities of head coaches are wider than just squad and team selections and team performance. The job is that of a general manager, and extends therefore to all aspects of managing the budget for the franchise, the planning and fulfilment of its fixtures and assessing and prioritising development of players, support staff, equipment and facilities.

#### 5.1.2 Head coach and the club

Franchise boards and head coaches should understand that the responsibilities of a head coach are only for the Super 6 squad and its support staff.

However the Super 6 head coaches will be, or will become, leaders in the profession with a capability of disseminating knowledge of the game more widely. This ability, originating from the coach education syllabus to UKCC Levels 3 or 4, contacts with the professional clubs and potentially a professional rugby upbringing, has the potential to affect all teams and age grades at clubs within a larger local or even regional catchment.

This level of experience and leadership should be directed particularly at local promising amateur club players and age grades, helping them to develop as future part-time professionals and/or Academy members. In supporting this activity franchise boards can underwrite one of the more important aims of Agenda 3.

#### 5.1.3 Reporting

Head coaches will report regularly to the club's franchise board on performance, plans and budget management. Minuted meetings should be held not less than monthly in season on all matters within the remit, although informal continuous consultation with members of the franchise board should be the norm.

Head coaches should also maintain contact with the Technical Director at Scottish Rugby on the general health of the franchise and any problems experienced or foreseen. Minutes of the meetings of the franchise board will be made available in confidence. The purpose of this is so that the Technical Director has a full appreciation of the condition of the franchise and the relationship between it and Scottish Rugby.

In addition head coaches will advise and support the work and responsibilities of the club's executive committee for the remit within the club.

#### 5.1.4 Player coaches

The job of head coach is a full-time salaried appointment and most assistant coaches and other support staff will also be remunerated. None of these may play in any Super 6 fixture.

## 5.2 Squad selection

### 5.2.1 Responsibility for selection

The head coach is responsible for building a squad of 35. In doing this they must keep the confidence of the Technical Director of Scottish Rugby and of the franchise board, both of which are required to confirm the squad's composition before the season starts. The club's executive committee must also be kept informed.

In building a squad for the season, the head coach is responsible for managing the budget agreed between the franchise board and its executive committee.

### 5.2.2 Open market and restrictions

Scottish Rugby will not regulate the market for part-time professional players except for:

- players registered with the Academy
- the period during which a club can approach players for the purpose of offering them a Super 6 contract.

The Academy has the prerogative to decide where its members may play. The Academy will not unreasonably withhold permission for a member to play for any Super 6 franchised club, provided that:

- the member's interest is protected and, if possible, advanced
- the club is within the member's Regional Academy area.

Clubs may only approach players during the open period, set out in 5.2.4 below.

Subject to the above there will be an open market that allows the head coach, on behalf of the franchisee, to approach and recruit players where opportunity presents itself.

### 5.2.3 Academy members

The Head of Academy will nominate which Stage 3 and Stage 2 members are available for the forthcoming season. The aim of the Academy will be to propose availability of players so that the interest of a player's development is served, which is its first concern. Players will be made available on a strictly regional basis. Head coaches are free to accept or reject nominations.

Most Stage 3 players not already integrated into a professional club will be sought out for inclusion in Super 6 squads. Some but not all Stage 2 players will be nominated for selection by the Academy. Head coaches must be aware of the developmental situation of any member nominated for a Super 6 contract and will work with and support the Academy's policy and aims for each such individual.

The Academy will retain, and exercise where and when it sees fit, the right to direct the playing, training, rest and medical decisions for any of its members. Normally this will mean simply that the Head of Academy and the head coaches will have discussed and agreed the policy towards each individual. However, neither the terms of a player's contract with the Academy, nor its policy for a player's development, may under any circumstances be set aside by a franchisee.

### 5.2.4 Open period

Before the launch season (2019-20) players may be approached during the period from the 1st January 2019 until 30th June 2019 inclusive.

From 2020 (for the season 2020-21) players may be approached from 1st April to 30th June inclusive. New contracts for the season that follows must have been completed by 1st August of that year.



### 5.2.5 Long-term injuries

The head coach may request that players with medically confirmed long-term injuries be replaced if the integrity of the full squad is compromised. For this purpose long-term injury means that they would miss 30% or more of the team's competitive fixtures (six games). To put the request into effect, the franchise board will apply to the Technical Director of Scottish Rugby to terminate the player's contract as a member of the squad. A qualified new player may be substituted.

In the event that a deselected player regains fitness to play, they may not revive the contract unless it is to replace another long-term injured player. Once he is deselected and his contract as a Super 6 player is terminated the player, when fit, may play in any other league or tournament for which he is qualified. Note also the short-term injury regulation under Section 5.3 below.

## 5.3 Team selection

### 5.3.1 Responsibility for selection

The head coaches are responsible for selecting a team of 23 players for each match day. Theirs is the sole responsibility bearing in mind only:

- the need to rotate players, and for rest, injuries and to apply other best practice principles and safeguards governing selection
- the need to retain the confidence of the franchise board in team selection decisions and ultimately, and over a sustained period, of the Technical Director of Scottish Rugby.

### 5.3.2 Full-time professionals

Although not included in the 35-man squad, a full-time professional player employed by Scottish Rugby may be made available to play in a Super 6 team. This is to provide game time to these players. Such assignments will be a matter for the Super 6 clubs and the professional club with which they are partnered. Allocations will be at the sole discretion of the High Performance department and any decision will be made by individual case.

When a professional player is made available to the Super 6 franchises, allocation will be:

- Launch season – an allocation will be made to one of the clubs partnered with the professional club through an open ballot
- Season 2 onwards – the allocation will be made in the first instance by offer to the lowest ranked franchise club partnered by the relevant professional club and then, if necessary, to others using the same 'next lowest' principle.

### 5.3.3 Emergency and short term injury

Should a club need a player to cover for the short-term injury of one or more squad members in order to complete the match day team, then the head coach may request a permit from the High Performance department to play a player, from one of the local domestic clubs or the regional academy, who has not previously played for another Super 6 franchise club during that season. A play and train fee will be agreed with the head coach.

The substitution will be allowed on a week by week basis, and only when a player is required to fill a specialist position for a competitive fixture. A maximum of two such players from any one club or regional academy source may be admitted for this purpose in any season.

A long-term injured player returning to fitness but not admitted back into the permanent squad could also fulfil the short-term injury substitution role.

#### **5.4 Season**

The full Super 6 season will be from 1st July to 31st March. The playing period within the launch season will start on the 7th September and finish at the end of March with a mid-Winter break.

#### **5.5 Fixtures**

Super 6 teams will play 20 competitive fixtures each season. The fixture list will be composed of:

- Super 6 Tournament fixtures home and away
- Super 6 Tournament play-off fixtures
- cross-border fixtures.

The fixture list will be compiled by the High Performance department of Scottish Rugby. Fixtures will be listed to take place during the playing period of the season, but postponed fixtures may be played on other dates as necessary and advised by Scottish Rugby.

#### **5.6 Support staff**

Scottish Rugby part-funds the principal support staff of the head coach in each franchised club. In consequence the Technical Director of Scottish Rugby will guide head coaches to make appointments that recognise Scottish Rugby's wider interest in developing talent in the coaching and allied skills of the game in Scotland. This parallels Scottish Rugby's interest in developing players in Scotland.

Head coaches will aim for competence and balance in the support team, complying with the aims of the franchise agreement to raise standards. In making support staff appointments, head coaches must also seek the agreement of the club's franchise board.

There are no restrictions on the numbers of such staff, the wages paid to them as individuals, or the total staff wage bill.

## 6 PLAYERS

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### 6.1 Contracts

#### 6.1.1 Contracts of employment

All players in a Super 6 squad will be employed on part-time professional contracts by the franchisee. Contracts will be issued for one season at a time, and will run for nine months from July to March inclusive.

The generic form and content of Super 6 contracts will be provided by Scottish Rugby, being issued and administered locally by the club's secretary or treasurer. The terms for individual players are negotiated by the head coach, having been authorised by the franchise board.

#### 6.1.2 Restriction on play

Super 6 players may be registered with more than one club but may not have more than one contract to play for any club during one season. That is to say, concurrent contracts with two or more clubs for the same season or for any overlapping periods are not permitted.

Thus, during the Super 6 season, players with a part-time professional contract with a franchised club may not, on any account, play competitive fixtures for any other club. However if a player's contract is terminated due to injury he can, once recovered, play for any other club subject to the agreement of the Technical Director of Scottish Rugby.

During the period of their contract Super 6 players will play fixtures only as directed by the head coach. They will not play in any fixture in which amateur players are engaged. Penalties for breaching this regulation may be substantial for both head coach and player.

There is, however, no bar on part-time professionals training with amateur players, subject to any restriction on specific types of training activity advised to them by their head coach.

#### 6.1.3 Out of contract

Outside the Super 6 season (July to March) players are out of contract. However players will need to be aware that if they have had a Super 6 contract that is still in force at the end of the Super 6 season (31st March), tournament and league rules will prohibit them from playing in amateur fixtures after that date.

The above does not apply to 7s competitions, for which head coaches may give part-time professionals dispensation if they consider that would not prejudice the good standing of the the Super 6 squad.

From season to season players may make any career change involving new contracts for full-time professional, part-time professional and amateur, providing the player has only one type of contract (or none) at any one time.

### 6.2 Rates of pay

#### 6.2.1 Normal rates

Clubs will be responsible for funding and administering the player payroll, including any additional statutory costs. The contractual rates of pay for each player during a season will recognise:

- scheduled 'train and play' for each player set by the head coach
- actual approved rest and short-term injury as determined by the head coach
- medically confirmed long-term injury.

Rates of pay will be agreed between the head coach and each member of the squad individually, under the authorisation of the franchise board.

Payments made to players by the franchised club do not affect amounts separately agreed between any player and the Academy, and vice versa.

#### 6.2.2 Earnings cap

Clubs may not pay any player more than £12,000 in a season. Earnings subject to this cap include benefits in kind supplied or paid for by the club.

The purpose of the cap is to moderate the spending power of clubs on the wage bill for players. This is in the interest of equalising, to a reasonable degree, the competitive potential of Super 6 clubs throughout the tournament as a whole. The result of the moderating influence should be a more equal distribution of talent between franchised clubs, resulting in closer scores, less predictable outcomes and well-fought contests, favouring the better performance on the day.

#### 6.2.3 Bonuses

Win bonuses or other incentives (such as bonuses for accumulated results or for being tournament champions) may be paid in addition to basic pay, providing that bonuses do not cause the total payment received by any player to exceed the pay cap in force for the season.

#### 6.2.4 Expenses

The regulations for out-of-pocket expenses will be subject to regulation in line with HMRC rules and regulations.

Franchise boards must declare, to the High Performance department, details of a player's job with other employers that may affect his ability to fulfil his contract, or that might affect the club's and the player's compliance with HMRC's rules.

It is a serious offence by the player and the club to offer or to accept any financial or in kind benefits for the purpose of circumventing the wage cap.

### 6.3 Injuries

The player's contract will describe any provision for payment whilst he is short-term injured. A player who is medically assessed as long-term injured may have his contract terminated at the discretion of the head coach.

### 6.4 Welfare

#### 6.4.1 Education

Younger members of a squad may be in continuing education and will have their commitments to rugby, education and social life agreed with their head coach and, if under 18, also with parents. Educational priorities will be written into individual contracts in a similar way used by the Academy.

The Academy will already have agreed the division of its members' time between rugby, education and social life and their priorities and required disciplines. The Academy will continue to have overall supervision and jurisdiction in these matters, which franchisees must support.

#### 6.4.2 Duty of Care

The head coach, the support staff and the franchised club have a duty of care towards all players under the regulatory umbrella of Scottish Rugby.

### 6.4.3 Discipline

The balance to be observed between a player's obligations towards his paid employment as a member of the Super 6 squad and his other paid employment and social life will be explicit in his contract, having been first agreed with head coaches. Failure to observe contractual obligations, for example failing to train as required, will be dealt with under a disciplinary code of conduct.

## 7 FACILITIES

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### 7.1 Single playing venue

Each franchise must identify a permanent domicile at which (under normal conditions) it will play all its home matches. The domicile will be the home ground of the Super 6 franchised club. The reasons for a single home ground are.

- The facilities used by Super 6 teams must reach a high standard and will require significant investment. The most obvious, but not the only, example of this is an all-weather pitch.
- The strength of the affiliation felt by supporters for the club is an important factor in building gate numbers and generating income of all types. Strong affiliation is more easily built if supporters and the public have a sense of a team's inextricable association with its permanent 'home'.

This requirement needs to be borne in mind where clubs consider combining to bid for a syndicated franchise.

### 7.2 The ground

Having the use of an all-weather (World Rugby compliant) pitch (or the prospects of so having) together with modern flood lighting on both playing and training pitches will influence the award of franchises.

Super 6 franchise grounds will take priority for the financial support aimed at developing club facilities financed by or through Scottish Rugby. Scottish Rugby intends that all Super 6 fixtures should be played on all-weather pitches by the end of the initial franchise period.

Grounds must provide easy access for spectators, and provide adequate car parking, safe standing and sitting for an appropriate number, have a minimum standard of refreshment available and an effective system of public address.

### 7.3 Training facilities

The part-time professional game requires franchised clubs to have a high standard of training facilities for the squad of 35.

Inside accommodation must include a gymnasium that is suitably equipped for strength and conditioning training, changing and shower rooms, and suites for medical and physiotherapy treatment.

Outdoor training pitches must be proof against normal adverse weather conditions and have enough space to allow coaches to organise the simultaneous practice of skill and training regimes by different groups within a squad.

### 7.4 Infrastructure

The facilities must have indoor accommodation with enough capacity for briefings and catering for the whole of the squad and its support staff.

There must be an IT and WiFi infrastructure that supports filming and match analysis, and also capabilities for broadcasting, and systems for player monitoring and electronic record keeping.

### 7.5 Support staff

Franchise agreements will require Super 6 squads to have the same types of coaching and related support as the full-time professional clubs.

Super 6 squads may share the services of some specialist practitioners on the staff of the professional club with which they are linked. Other support personnel may be on the full or part-time payroll of the franchised club itself.

All these people will be under the direction of the head coach who will appoint them in consultation with the Technical Director of Scottish Rugby and the franchise board.

The coaching and support team will have these core personnel, some of whom may be part-time:

- two or three assistant coaches with specialist skills
- a strength and conditioning practitioner
- a chartered physiotherapist
- a match analyst
- the services of a dietician/nutritionist.

There must also be a suitably qualified Medical Practitioner. They will attend on match days, and also when and where required to monitor, advise, prescribe and, if appropriate, treat illness and injuries sustained by players. This will require the doctor and other support staff to be present during some training sessions in the week.

## 8 PARTNERSHIPS AND LINKS

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### 8.1 Key position of the Super 6 franchises

When licenced, from August 2019 the franchisees will each stand in a key position in the hierarchy of the Scottish game. The fully professional teams of Scotland, Edinburgh and Glasgow will be above them, the Championship, National and Regional amateur league clubs below them, and they will have a peer connection to the institution of the Academy. The clubs of the Super 6 Tournament will be able to draw strength from all these directions, and often be in a position to return it.

The Super 6 Tournament will lie on the cusp of where the best of the amateur game becomes more seriously professional and the disciplines required to earn a living from the game begin to kick in. In particular it will play an important part in the life and success of the Academy.

### 8.2 The Franchise network

The six franchisees will each lie at a junction of a network of rugby interests throughout Scotland. Each franchise will draw strengths from the links and partnerships they will have with the rest of the network, influencing the success of the game in their regions.

#### 8.2.1 Edinburgh Rugby and Glasgow Warriors

Franchised clubs will be linked to one of Scotland's professional clubs, three to each according to region. The full-time professional players from those clubs will not be drafted as hitherto, but a new arrangement put in place as described in 5.3.2.

In addition some Edinburgh and Glasgow specialist coaches may spend part of their time working with and supporting a partnered franchised club's squad, passing on specialist playing skills and techniques, and the training and other methodologies practised at the highest levels in the game.

#### 8.2.2 Universities and colleges

Each franchised club will enter a formal association with at least one university or leading college of higher education. An important purpose of this is to try to reduce the 'drop off' of players as they begin University life. Franchised clubs may be able to bond with talented players in university clubs and offer them the opportunity to train with, and maybe later join, Super 6 squads, bringing these institutions into Scottish Rugby's development pathways. And universities may be able to offer expertise in research and development on, for example, performance management. In parallel to this there will also be opportunities for the part-time professionals to complete their education with the nominated education partner.

Another more general purpose is to give exposure and voice about the game from a top tier club to an important, influential audience.

The partnership and link discussed above would not preclude a university bidding for a franchise individually or as part of a syndicate.

#### 8.2.3 Local amateur clubs

The franchised clubs will represent the best of the domestic game - as players, in training, ground and spectator facilities, the quality of the coaching and support staff, and in club management throughout their region. They will thus stand as a centre of excellence at the head of the local pyramid of amateur clubs. From this vantage point they will be in the very best position to promote the game to the public more convincingly than is possible for most domestic clubs at present.

The expertise residing in the franchisee should be allowed to migrate and transfer as widely



as possible within its local area. Because the Super 6 teams will not be the competitive peers of those of the local amateur clubs, it may be easier than hitherto for the centre of excellence to spread its effect to all local clubs as players in the region find their own level, whether recreationally or professionally.

#### 8.2.4 Schools

The Super 6 franchised club's players and coaches are well-placed to visit schools to encourage the game and to help support their ambitions. School catchment areas will be identified and responsibility for building relationships with specific schools allocated to each franchisee in co-operation with Scottish Rugby's Schools and Youth department.

#### 8.2.5 Local communities and local government

The franchisees will be the foremost representative of the domestic game in a significant local catchment area and must seek out and use every opportunity to be the flagship of the game in sports halls and community sports activities, working in co-operation with Scottish Rugby's development officers.

#### 8.2.6 The local Regional Academy

Links between franchisees and the regional Academies will be formalised under the jurisdiction of the High Performance department of Scottish Rugby. The principal purpose will be to give a smooth passage in assigning a proportion of Academy members to Super 6 squads. Through this arrangement player development can be closely controlled under head coaches who will share, with the regional academy coaches, a line of report into the Technical Director of Scottish Rugby. This should lead to very well-directed and rapid development of the best young players, similar to the best practice in the Southern Hemisphere nations.

## 9 COMMUNICATIONS, MARKETING AND COMMERCE

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### 9.1 Strategy

The advent of the Super 6 Tournament will provide, for both Scottish Rugby and the leading domestic clubs, new opportunities to promote the game in a way that has good prospects for the income-generating commerce important to club sustainability and success. Direct responsibility for this lies with the franchisees.

Scottish Rugby, by virtue of the reach and quality of its connections, provides a ready-made channel through which good quality sponsors and advertisers can be accessed. In particular, Scottish Rugby will take steps to promote the Super 6 brand itself.

### 9.2 Club marketing and communications function

The franchise agreement will require franchisees to have created a marketing and communications function that should be represented on, or report into, its executive committee. As a minimum there must be a budget under the control of a member of the executive committee with a (probably part-time) officer accountable for its effective use.

The marketing and communications officer should have access to the franchise board in order to keep abreast of its plans and the team's achievements. The terms of the franchise require Super 6 fixtures and the other activities by squad or team to be promoted throughout the season to raise public awareness of the game in general and the Super 6 Tournament in particular.

Marketing and communications activities would almost certainly include:

- regular interviews with the head coach – giving him a voice should be a primary aim of the marketing effort
- features on players
- match reviews and pre-match commentary
- setting up player visits to schools and other institutions
- promotion of the club's events, facilities, investment, aspirations and so on
- media engagement and management including broadcasting, social media, print media and so on
- management of channels and the media of communication throughout the franchisee's regional network
- effective ticketing sales and distribution
- links with businesses to support some of the above – such as ticket offers, media engagement and so on – in addition to sales of advertising and sponsorship.

The marketing and communications functions of all the franchised clubs must collaborate to develop common purpose and methodology. It will be important to seek the practical effects of sharing information and knowledge, but all franchisees are required to promote the Super 6 as a brand, which will benefit all of them.

### 9.3 Sponsorship, advertising and merchandising

Sales of advertising and sponsorships should benefit from the bigger crowds expected at games that will have become more marketable. The greater opportunities that the Super 6 Tournament will generate for outdoor advertising, shirts, programmes, club publications and so on should increase the number of sponsors and advertisers, and the value of revenues.

Scottish Rugby's Club Services department will be a source of help and advice as it currently is to the Premiership clubs. But the more professional focus of the Super 6 may also have a greater appeal to the network of Scottish Rugby's sponsors and advertisers who may be prepared to extend their reach and interest into part-time professional rugby. Scottish Rugby will be able to provide a channel through which the consortium of Super 6 franchises could approach these organisations.

Franchised clubs must take the opportunities for merchandising with enthusiasm, moderated by prudence. Success can be financially rewarding but mistakes and over-optimism costly. Clubs should therefore work with Scottish Rugby's Club Services, which will be in touch with all franchised clubs, disseminating its advice based on experience.

END.

## Appendix 1

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### Extracts from the BT Premiership Club Participation Agreement 2017/18

#### Section 5

#### 5. Minimum Operating Standards

##### 5.1 Laws and regulations

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.

##### 5.2 Sustainability, Finance & Governance

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.

##### 5.3 Insurance

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).

##### 5.4 Player Registration & Clearance

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.

## **5.5 Coaching**

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.

## **5.6 Child Protection**

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.

## **5.7 Medical & Serious Injuries**

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.

## Appendix 1

### Appendix 4 - Player Improvement Fund – from the BT Premiership Club Participation Agreement 2017/18

#### Coaching & Director of Rugby

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

Area	Premiership Standards	Notes
<b>Coaching Audit</b>	Clubs to complete audit detailing coaches, qualifications and expenditure.	SRU will circulate info on audit process
<b>Coaching Qualifications</b>	<ul style="list-style-type: none"> <li>• <b>Club Head Coach</b> will have or currently undertaking UKCC Level 3</li> <li>• <b>Assistant Coaches</b> will have or be currently undertaking UKCC Level 2 (or preferably UKCC Level 3)</li> <li>• <b>2nd XV Coach</b> to have or be currently undertaking UKCC level 2</li> </ul>	Subsidised course fees: <ul style="list-style-type: none"> <li>• <b>Level 3</b> £240 - £360 (applications now closed for 17-18 course)</li> <li>• <b>Level 2</b> £80 (detail available here: <a href="http://www.scottishrugby.org/coaching-youth-adult-rugby-union-ukcc-level-2">www.scottishrugby.org/coaching-youth-adult-rugby-union-ukcc-level-2</a> )</li> </ul>
<b>Coaching - Continual Professional Development (CPD)</b>	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)	
<b>Pre-season Briefing</b>	Club Head Coach and Director of Rugby to attend briefing on the evening of Wednesday 16th August at BT Murrayfield.	Briefing will include content and Laws update.

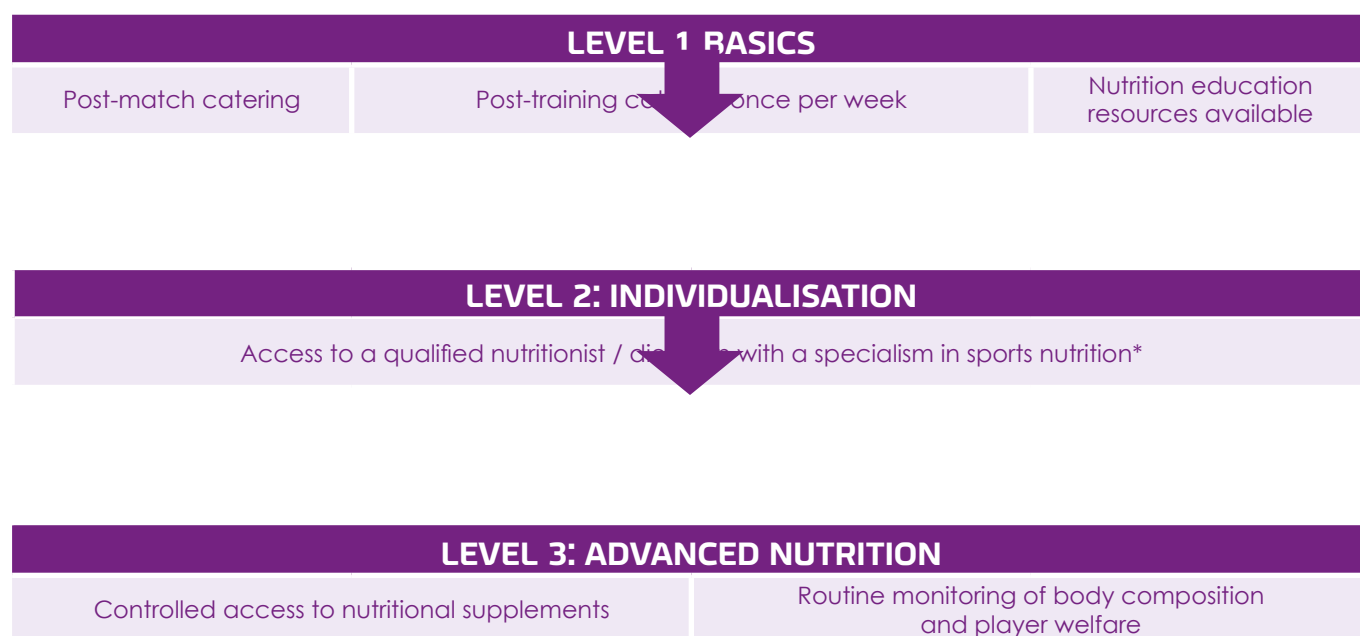
## Appendix 1

### Appendix 5 - Nutrition Standards & Support – from the BT Premiership Club Participation Agreement 2017/18

#### Summary:

Investment may be drawn against successful applications in the area of nutrition. There is a 3-level system for nutrition in order to ensure that the funds are appropriately utilised. Upon satisfying the criteria at level 1 the Club can request funding and support for level 2 and upon satisfying the criteria of level 2 the Club can request funding for level 3. Level 1 criteria includes Club catering and resource availability. Level 2 criteria involves access to a qualified sports nutritionist. Level 3 criteria involves nutritional supplementation and player monitoring.

#### Level and Criteria Overview:



#### Level 1 – Basics

- Post-match Catering:** Basic catering must be provided to each team following a 1st XV game. The catering should be designed with the players' needs in mind and at minimum consist of a carbohydrate dish (e.g. rice, pasta, potatoes), protein dish (e.g. beef, fish, chicken), vegetables, salad and fluids. Scottish Rugby can provide guidance on menu development.
- Post-training Catering:** Basic catering must be provided to the 1st XV team at least once per week following training. The catering should be designed with the players' needs in mind and at minimum consist of a mixed carbohydrate and protein dish, vegetables / salad / fruit and fluids. Scottish Rugby can provide guidance on menu development.
- Nutrition Education Resources:** Basic nutrition education resources must be freely available at the Club. Resources such as posters and handouts should be available covering information from general sports nutrition advice to club specific strategies. Scottish Rugby can provide some education material and signpost towards relevant material.

## Level 2 – Individualisation

- **Access to a qualified nutritionist / dietitian with a specialism\* in sports nutrition:** Each club should have access to a qualified nutritionist and/or dietitian who has a recognised specialism in sports nutrition\*. The utilisation of this individual will be determined by the club with the exception of two criteria that must be met:
  1. The link between the club and practitioner must be formalised and the coaching and playing staff are made aware that the service is available.
  2. The practitioner must be made aware of the club's key nutrition and supplementation strategies and have the opportunity to challenge and amend them as desired.
- \* A specialism is defined by SENr registration, AfN registration with specialism in Sport and Exercise Nutrition and/or BDA registration with membership of Sports Dietitians UK (SDUK). Scottish Rugby can advise on and help clubs identify suitable practitioners.

## Level 3 – Advanced Nutrition

- **Controlled access to nutritional supplements:** The club can access funding for the use of nutritional supplements. Funds will only be provided to purchase products which are part of the Informed Sport supplement testing programme [www.informed-sport.com](http://www.informed-sport.com) in order to minimise the chances of inadvertent doping. Scottish Rugby can provide guidance on the selection of nutritional supplements.
- **Routine monitoring of body composition and player welfare:** Clubs can access funding to setup body composition and player welfare monitoring systems. For example, regular body composition assessment, hydration status assessment and blood profiling of relevant nutrition markers. Scottish Rugby can provide guidance on how these systems can be set up.

### Process:

- All clubs can access funding against the activities in Level 1.
- In order to access funding against Level 2 actions the club must provide evidence that all actions in Level 1 are routinely occurring to a satisfactory standard.
- In order to access funding against Level 3 actions the club must provide evidence that the action in Level 2 has been completed to a satisfactory standard.

If clubs have satisfied the criteria across all Levels (or provide suitable justification as to why certain actions are unnecessary at their club) then they can suggest areas of nutrition against which they can access funds. The application will be considered by Scottish Rugby on an individual basis.



## Appendix 1

### Appendix 6 - Monitoring by Scottish Rugby - from the BT Premiership Club Participation Agreement 2017/18

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

#### 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

## Appendix 1

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### Appendix 7 - Medical and Physiotherapy Standards - from the BT Premiership Club Participation Agreement 2017/18

**BT Premiership Clubs must provide the following standards of cover for all BT League and Cup matches during the Season.**

#### 1. Medical Equipment

The following must be provided in full at all home matches:

- a. A spinal board with triple immobilisation (straps, collar and head blocks), or vacuum mattress
- b. An **emergency bag with an AED** (Automated Electronic Defibrillator), assorted **airway adjuncts, collar, emergency drugs, fluids and giving sets, assorted needles, emergency blankets, a pulse oximeter, stethoscope, SAM splint, and assorted dressings**
- c. A **Frac Pack** (aka box splint), **vacuum splints** and **crutches**
- d. **Oxygen** for use in serious injuries
- e. An **Emergency Action Plan** for their venue (see section 3 below)

If requested, Scottish Rugby can purchase either a, b or c of the above for a Club at the start of the Season from that Club's payment allocation. Please contact Richard Wood on 0131 346 5019 or richard.wood@sru.org.uk with your requirements by 11th September 2017.

Scottish Rugby has arranged with medical gas supplier BOC to provide a Lifeline kit for any Club requesting it at a discounted rate. This provides the oxygen, the signage for storage, and a bag for storage or transport. Refills of the cylinder are also at a discounted rate. Should you wish to take this up, please contact Richard Wood on 0131 346 5019 for further information. Clubs must review the storage and transport of oxygen in line with their other Health and Safety approaches and Risk Assessments.

#### 2. Medical Staff

- a. A doctor at all home games – they should be suitably indemnified either themselves or by the club AND have a pitch-side first aid qualification such as Scottish Rugby's SCRUMCAPS (one free place per club is allocated every season) or pay for an equivalent suitable sports trauma/first-aid course such as those run by the SFA or RFU.
- b. A physiotherapist for all home and away fixtures and at a training session on a **Thursday** evening. The physiotherapist should be registered with the Health and Care Professions Council and Chartered Society of Physiotherapists (or have an alternative professional indemnity insurance provider) and also have a suitable pitch-side first aid qualification.
- c. The physiotherapist must provide handovers regarding Scottish Rugby employed players to the relevant pro-team or academy staff (from whom they will receive the same each week).
- d. A Serious Injury Report must be completed online within 1 week for any player that has an injury that required hospital or further medical assessment or treatment and a review of player's injury has been carried out by Team Doctor/GP.
- e. In exceptional circumstances, and with prior notice, Scottish Rugby can arrange for doctors

or physiotherapists to cover one-off matches. These staffing costs will be deducted from the relevant Club's payment allocation. Please contact Richard Wood on 0131 346 5019 or richard.wood@sru.org.uk to arrange.

- f. Anti-Doping – Supporting Clean Athletes
- g. To support Scottish Rugby's fight against doping in sport your Club must nominate one of its medical staff to complete the UKAD Anti-Doping Advisor course at <http://ukad.coachwisehub.com/store/207350-accredited-advisor-assessment>. The designated medical person will then act as a link between Scottish Rugby and the Club with regards forwarding any Anti-Doping updates to players and support staff within their Club. They will also be a point of contact within the Club should a player have an anti-doping query. The role is not to educate but to support players and support staff.

### **3. Emergency Action Plans**

- a. Each Club is required to have a Match Day Emergency Action Plan completed, and made available to any incoming teams they are hosting. These plans must outline details over what will happen in the event of a significant issue/illness/injury, identifying roles of staff or club/school officials, use and access of the facility, relevant kit, skills of staff, communication channels and systems, location layout details, local emergency services contacts and locations/addresses and anything else relevant to the effective management of an emergency by officials and emergency services. A copy of the club's Match Day Emergency Action Plan must be sent to Richard Wood before any medical claims are made.
- a. These plans must be established before the start of competitive fixtures and it is recommended that they are rehearsed routinely and reviewed after any significant event/emergency has occurred to promote enhancement and refinement of the processes in place. Each person should know their role and duties to ensure this plan can be executed appropriately.
- a. Scottish Rugby may provide a template for use to help in the initial Emergency Action Plan creation with Clubs responsible for ensuring the plan is fit for purpose in their venue with their staff.

### **Medical Protocols – Scottish Rugby Professional Players**

BT Premiership Clubs must comply with this protocol, which relates to the transfer of player care between the employer of professional players drafted to teams (Scottish Rugby) and the Premiership Clubs to which they have been drafted or for whom they play from time to time. It intends to ensure care standards are established for the safe management and therefore mutual benefit of Premiership Clubs and pro-teams, and particularly the players.

There are relatable standards within this Agreement for medical provisions (which must also be complied with), but some additional specifics are included here.

#### **1. Communication over injured players**

- Communication over player availability for selection for weekend Premiership fixtures will continue to be made as per the Communication Protocol.
- Specifically, players who have been in doubt for training or selection due to injury will have decisions made over availability by Wednesday afternoon, and this shall be notified to the Clubs as per the Communication Protocol.
- Pro-team medical team staff will advise the appointed pro-team coaches over suitability for selection due to injury or illness concerns specific to any player at that time.
- Pro-team medical team staff will specifically provide a handover directly to Club physiotherapists before training on Thursday evening with any management strategies required for the players who are attending that event (be that training or match). This is separate to the Club being notified of availability.

- Clubs should notify the appointed pro-team coaches of any injuries to drafted players after the event, to enable assessment and treatment to begin as soon as possible.
- Club physiotherapists or doctors should communicate directly with the professional team medical teams to hand over any management strategies required for participation, and ensure continuity of care.
- Serious Injury Forms should be completed by the club for any injuries to pro-team players, in the same way as for non pro-team players.

## 2. **Player release issues - medical**

Players may not be released when not injured for a number of medical reasons, which invariably relate to the ability to provide a safe working environment and the obligations of Scottish Rugby as an employer.

Players will not be released if:

- Premiership Clubs cannot provide appropriate medical staff, as per the standards in the Premiership agreement. This also includes staff who may not be skilled to undertake a required intervention for a player to allow safe participation in training or a match. **This includes Tuesday** evenings, which do not currently require Premiership teams to provide staff of suitable standard in terms of the Premiership agreement - if these medical staff are not appropriately skilled to provide the required level of medical care, players will not be released. Pro-team or Academy staff will try to arrange for skill development sessions with appropriate Premiership medical team staff where feasible to facilitate release.
- Premiership Clubs cannot provide appropriate medical equipment for the training or match event, as per this Agreement. This also includes strapping material or similar items which may be required by a player for safe participation. By discussion of this between medical teams, this can potentially be planned for. However, clubs will be expected to provide this equipment directly - Pro-teams or Academies will not provide medical equipment required for player participation.

## 3. **Achieving Medical Standards - First Aid Qualifications**

- If required, Clubs must name the person they wish to attend the SCRUMCAPS course. This may be a physiotherapist or doctor. It is anticipated that courses will run twice per Season.
- Clubs can send other medical staff onto similar courses but will be required to pay for these. This can be afforded through the allocation from this Agreement and assistance to identify suitable courses may be sought through Richard Wood, Medical Co-ordinator at Scottish Rugby (0131 346 5019).
- WORLD RUGBY Level 1 and 2 First Aid courses exist for non-medical team members, for them to gain some helpful first aid skills, though these do not fulfil the requirements for pro-team draft player release. Information on these can be sought from Neil Graham, Training and Education Manager at Scottish Rugby on 0131 346 5021.



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