

CLUB INVESTMENT FUND

Season 2023-24



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Dear Club Secretary

I hope you and everyone involved with your club are well and looking forward to the season ahead.

We are pleased to introduce the Club Investment Fund ahead of the 2023-24 Season. This season's fund will allow for continuity from last season with criteria designed to support clubs with minimum standards of governance, safeguarding and player welfare. It is also intended to enable continued progress in core areas of club development planning, workforce development and equality, inclusion, and diversity.

As we look forward to next season, this fund will be an engagement tool between clubs and regional teams and we look forward to supporting you on your development.

The Club Investment Fund, Season 2023-24 will cover the following core investment areas.

· Participation Funding

As has been consistent with previous seasons, we will continue to support Clubs that compete in Scottish Rugby competitions through participation funding.

Development Funding

To support Clubs to continue good progress in key areas of minimum standards and sustainable development, there will be funding aligned to the below two areas:

- **1. Minimum Operating Standards**, to support clubs to maintain good practice and standards of governance, safeguarding, player welfare, and mental health and wellbeing.
- **2. Development Funding**, to support clubs with sustainable development across the Club, the workforce and in equality, inclusion and diversity.

In addition to the above, the following associated funding are also included:

- Player Improvement
- Travel Payment
- Pro Player Reward Scheme
- · Insurance, regulatory and legal
- · Competition Prize Money

To continue your participation in rugby in Scotland and to be eligible for funding, your Club must meet the standards set out below and accept and comply with the terms and conditions attached to those standards.

If your club wishes to accept the relevant terms and conditions, please arrange for the Acceptance Form (at the end of this document) to be signed by your Club's President and Secretary. Then return it to the Rugby Development Administration Team by e-mail at: rugbydevelopmentadmin@sru.org.uk no later than 27 August 2023.

Should you have any queries regarding the attached information, please contact your Regional Team.

Yours sincerely

Gavin Scott

Director of Rugby Development

SUMMARY

All Clubs will have the opportunity to receive up to a maximum of £7,500 from the Club Investment Fund, core funding areas.

This page aims to summarise the fund, with the subsequent pages of this document outlining all detail relevant.

PARTICIPATION FUNDING

Maximum a Club can receive is £5,500

AREA OF THE GAME	FUNDING VALUE	ASSESSMENT PROCESS	FUNDS RELEASED
MALE ADULT	Up to £500 per club with a male adult team		
FEMALE ADULT	Up to £500 per club with a female adult team	Scottish Rugby will assess team participation against the criteria outlined on p.7 of this	21 May 2024
YOUTH BOYS	Up to £500 per team	document. This will happen at the end of the season.	31 May 2024
YOUTH GIRLS	Up to £500 per team		

DEVELOPMENT FUNDING

Maximum a Club can receive is £2,000

AREA OF THE GAME	FUNDING VALUE	ASSESSMENT PROCESS	FUNDS RELEASED
MINIMUM OPERATING STANDARDS	Up to £1,000 per club	With Scottish Rugby's support, clubs meet the minimum standards and provide the information required, outlined on p. 5-6 of this document.	31 October 2023
DEVELOPMENT FUNDING	Up to £1,000 per club	Club engaged with regional teams and meet the criteria outlined on p.8 of this document.	31 May 2024

OTHER ASSOCIATED FUNDING

AREA OF THE GAME	ASSESSMENT PROCESS	FUNDS RELEASED
PLAYER IMPROVEMENT	There are x4 claim periods throughout the season. Claims and invoices supplied by clubs are assessed against the criteria of the areas of Player Improvement fund. Detail is outlined on Appendices p.27 – 38.	Payment 1: 30 Nov 2023 Payment 2: 31 Jan 2024 Payment 3: 31 March 2024 Payment 4: 31 May 2024
TRAVEL PAYMENT	Travel payment is assessed and calculated by Scottish Rugby as per the Travel Payment framework and Competition fixtures. Detail is outlined on p.18-19	Payment 1: 31 October 2023 Payment 2: 31 May 2024
PRO PLAYER REWARD	Scottish Rugby will contact players and clubs at the end of the season with claim forms for players who have progressed to a professional, academy or Super Series team.	
PRIZE MONEY	Based on the final standings in the league positions, Clubs will receive the prize money attributed to the league, outlined on p.21	31 May 2024

1. CLUB INVESTMENT FUND STANDARDS

The standards and criteria set out in the next section (page 5 – 13) outline the detailed Minimum Operating Standards and Development funding criteria and requirements. These are standards that all clubs should aspire to achieve throughout season 23/24.

The standards are as follows (where a defined term is used then the relevant definition in the Terms and Conditions shall apply):

CATEGORY	CRITERIA	EVIDENCE
Minimum Operati	ing Standards	
Demonstrating Good Practice	100% RugbyRight Compliance	 All coaches must complete RugbyRight by 31 October 2023. 100% Coaches registered on SCRUMS.
	Club to actively promote mental wellbeing best practice to support players, coaches, staff and volunteers	 Club actively promotes Mental Health and Wellbeing online E-learning module to all Players, Coaches, Match Officials and Volunteers. Embedded within Club Development Plan.
Governance	Maintain good standards of governance and submit related documentation when asked to do so by Scottish Rugby	 Submit the following documents by 30 September 2023; Evidence of an AGM (most recent). A copy of the Club's most recent Annual Accounts. Provide a link to the Safeguarding/Child Protection policy that should be on the Club's website. A copy of an open and up to date Constitution with dissolution clause*. A copy of the Club's Code of Conduct*. *only to be sent in if changed in last year

Player Welfare	Clubs to ensure compliance with Scottish Rugby Serious Injury Reporting process. This is relevant for training activity as well as fixtures. Full details of the process are on the Scottish Rugby website.	 Serious injuries should be submitted on SCRUMS within 24 hours. Suspected spinal injury or potential life threatening – should be submitted immediately. All other injury types - should be submitted within 7 days of date of injury.
	Clubs to adhere to Scottish Rugby Concussion Policy along with implementing the appropriate management, training and education of the policy	 Record concussions as per injury reporting requirements. Follow return to play protocols and promote uptake of concussion awareness training by players, coaches and parents. All players and other volunteers are recommended to complete the Concussion e-Learning Module
	Medical & First Aid	 Wherever fixtures are played or training activity is conducted there must be: Appropriate first aid cover and equipment provided (determined by an appropriate risk assessment); Access to a telephone to ensure emergency services can be called immediately and; Clear vehicular access for an ambulance or other emergency vehicle.
	Age Banding Policies	 Clubs to adhere to Scottish Rugby Age Banding Policies and processes along with implementing the appropriate management, training and education of the policy.
Safeguarding	Club to ensure compliance with Scottish Rugby PVG guidelines and safe recruitment process	Anyone involved in regulated work (teaching, instructing, supervising children as part of their expected duties) must have a PVG linking them to your club. Club must follow safe recruitment practice as outlined in Scottish Rugby Safeguarding Policy and Safe Recruitment/PVG guidance document.
	Clubs to ensure compliance with Scottish Rugby Safeguarding Policies	 Any club delivering youth activity must appoint a Child Protection Officer and display their name and contact details on the club website/ social media and register on SCRUMS. The club must operate and maintain a Safeguarding Policy in respect of the Club that is easily accessible to all Club members (and prospective members) via their website (as a minimum) and other social media channels. Any newly appointed Club Board/Committee members to complete sportscotland Child Wellbeing and Protection in Sport (CWPS) Board and Committee Member Training (e-learning module) within 3 months. The club must ensure the Child Protection Officer completes safeguarding training as required by Scottish Rugby every 3 years.

Criteria: Participation

This section outlines the Participation criteria and associated funding available to all Clubs that participate in Scottish Rugby competitions.

The maximum investment a Club can receive in this area is £5,500.

CATEGORY	CRITERIA	EVIDENCE
Female Adult playing opportunities £500 per club	Participation in Scottish Rugby Competitions entered with compliance of teamsheet submission	 100% completion of all available competition fixtures throughout the season. 100% Teamsheet submission. Women's Evolution Series – Attendance at a minimum of 50% of events in Regional Evolution Series Structures.
Male Adult playing opportunities £500 per club	Participation in Scottish Rugby Competitions entered with compliance of teamsheet submission	 100% completion of all available competition. fixtures throughout the season. 100% Teamsheet submission.
Female Youth – playing opportunities Maximum of £2000 (4 teams x £500)	Participation in Scottish Rugby Competition or Scottish Rugby organised play programmes entered with compliance of teamsheet submission	 100% fulfilment of fixtures in National U16 + U18 League Structures. 70% fulfilment of cluster fixture programme in Regional Aspiring League Structures. Attendance at a minimum of 50% of events in Regional Evolution Series Structures. 100% Teamsheet submission. Minimum playing numbers *.
Male Youth – playing opportunities Maximum of £2500 (5 teams x £500)	Participation in Scottish Rugby Competition or Scottish Rugby organised play programmes entered with compliance of teamsheet submission	 100% Completion of all available competition fixtures to a full match or development match in Scottish Rugby Conferences and U16, U18 Regional Leagues. 100% Teamsheet submission.

Criteria: Development Funding

With the support of Regional Teams, Clubs can receive £1,000 at the end of the season if they continue to build on the good work that was done in 2022/23 Season. The criteria and associated funding is designed to support Club Development Planning, Workforce Development and Equality Inclusion & Diversity. The tables in the next section of this document outline the criteria and expected evidence we would like to see from Clubs.

CATEGORY	CRITERIA	EVIDENCE
Club Development Planning		ESSENTIAL
 Club Development Plan Club to have a visible Development Plan 'Plan on a Page' (POAP) in place that clearly outlines the club's ambitions and development areas. Club to work towards the implementation of the 'POAP' by developing 'Plan to Acheve documents that track progress against the 'POAP'. *Support can be provided by you regional team.* 		 A live POAP is visible to all members and reviewed regularly to support continued Club progression. 'Plan to Achieve' document aligned to POAP statements with clear outcomes and actions defined. All the above consulted with Regional Team and all documentation shared with Regional Manager.
Workforce Developmer	nt	ESSENTIAL
Club Coaches	Club is on track to achieve 100% of its club active coaches being qualified by August 2024.	 Clubs to have an accurate, up-to-date active coach list on SCRUMS, by 30 April 2024. 90% of all coaches of contact rugby (P4-Adult) to hold a coaching qualification (Essentials/UKCC Level 1, Aspiring/UKCC Level 2, Advanced/UKCC Level 3) that has been verified on SCRUMS by April 30, 2024.
Match Officials	Support the recruitment of new Match Officials into the community game. Positive engagement with Referee Societies.	All Club Referees are qualified by 30 May 2024.
Inclusion & Diversity		ESSENTIAL
Equality, Inclusion & Diversity	Structure of Club Governance and Constitution ensures practical commitment to equality, diversity and inclusion	 One case study submitted per club to demonstrate impact the club has made in Equality, Inclusion & Diversity, by 30 April 2024 Case Study submission link Club governance structure and guidelines have been reviewed and are fit for purpose in respect to EDI

Additional Criteria & Guidance

The below table represents additional criteria and guidance on Safeguarding and Insurance, Regulatory & Legal. Please ensure that your club complies with these standards and engage with your regional team if you require additional support or guidance.

CATEGORY	CRITERIA		
Safeguarding	Safeguarding Policy: All clubs with youth players or participants, or who undertake youth activity, or who maintain a youth section must: Operate and maintain a Safeguarding Policy in respect of the club which is reviewed every 3 years.		
	The policy must be easily accessible to all club members (and prospective members) via their website (as a minimum) and other social media channels.		
	Child Protection Officer:		
	All clubs with youth players or participants, or who undertake youth activity, or who maintain a youth section must:		
	 Appoint a Child Protection Officer in respect of the club to take the lead on all aspects of child protection and safeguarding within the club. Child Protection Officer contact details should be clearly visible on the club's website/social media pages and any welcome information to new members. 		
	Ensure that the club's Child Protection Officer:		
	i) completes safeguarding training as required by Scottish Rugby		
	ii) maintains complete and accurate PVG Records in respect of the clubiii) accurately completes and signs the Secondary Organisation Form for Disclosure Scotland		
	(for all clubs who process PVGs through Scottish Rugby)		
	iv) adheres to Disclosure Scotland's requirements to make a Referral should the relevant criteria be met		
	v) reports all safeguarding concerns or cases that arise to the Scottish Rugby Safeguarding Team (safeguarding@sru.org.uk) without delay		
	PVG Membership:		
	All Clubs with youth players or participants, or who undertake youth activity, or who maintain a youth section must:		
	 Ensure that the club follows a safe recruitment practice for all persons undertaking work with children, young people or vulnerable adults as outlined in the Scottish Rugby Safeguarding Policy and Safe Recruitment/PVG guidance document 		
	 Ensure that all persons undertaking regulated work at the club, such as any coaching of rugby at youth level, or coaching of vulnerable adults, have satisfactorily completed the Protecting Vulnerable Groups (PVG) application process, become a PVG scheme member; or if an existing PVG member, completed a Scheme Record Update application to link them to their club 		
	 Ensure that all coaches must be registered on SCRUMS prior to their PVG application being submitted. Once PVG membership is confirmed, the coach will be verified on SCRUMS. 		
	Coaches must be verified on SCRUMS prior to commencing a coaching role		
	Other roles which are required to have PVG membership include: The content of the conten		
	Child Protection Officer/Assistant CPO Vouth Bushy Bhysia (Media)		
	Youth Rugby Physio/MedicFirst Aider		
	Development Officer		
	Parent Helper		
	S&C Coach		
	Team Manager		

Safeguarding

Training:

Clubs with youth sections must:

- Ensure that all persons undertaking or participating in any regulated work have satisfactorily completed safeguarding training included as part of RugbyRight
- Any newly appointed Club Board/Committee members should complete sportscotlandChild Wellbeing and Protection in Sport (CWPS) Board and Committee Member Training (e-learning module) within 3 months
- Ensure the Child Protection Officer completes safeguarding training as required by Scottish Rugby every 3 years

Child Wellbeing and Protection in Sport online tool:

- We recommend all clubs with youth players or participants, or who undertake youth activity, or who maintain a youth section should register your club and engage with the 'Child and Wellbeing in Sport'online assessment tool by the end of season 2023/2024
- · https://childwellbeingandprotectioninsporttool.sportscotland.org.uk/

Insurance, Regulatory & Legal

Scottish Rugby Club Accident Insurance: 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 the date specified by Scottish Rugby). The Scheme provides free catastrophic injury cover to those playing for an insured team. In addition, Scottish Rugby strongly recommends that all clubs (a) discuss with their players whether the optional temporary injury cover should be taken out by the club; and (b) recommend to their players that they each consider whether, in their personal circumstances, they should be making further insurance provision for themselves.

Other Club Insurance: Maintain appropriate and sufficient insurance cover in respect of your Club's activities, including but not limited to public liability cover in respect of your club's non-rugby activities (i.e. other than playing matches/rugby training) and, where applicable, employer's liability insurance.

Registration Requirements: Comply with any and all of Scottish Rugby's requirements in respect of SCRUMS or any other relevant Scottish Rugby registration system and provide accurate and up-to-date information in respect of the same. This must include registering (or procuring the registration) of all the Cclub'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.

Player Clearance: Ensure that all players who have been playing outside Scotland (including in England, Wales or Ireland) receive International Clearance to play in Scotland from both their current Union and Scottish Rugby to play in Scotland prior to playing any match in Scotland.

Player Contracts and Payments: Comply with Scottish Rugby's Regulation **SDR 4.1 (Player Contracts and Payments)** and all applicable HMRC rules and regulations, and where required or requested provide Scottish Rugby with confirmation of the club's compliance with SDR 4.1 together with details of any such payments.

Insurance, Regulatory & Legal

Player Education: Prior to the start of the competitive season, the club shall hold an education session for all playing members and coaching staff covering the following topics:

- Concussion based on the World Rugby Concussion Guidance and the Scottish Sport Concussion Guidelines.
- Anti-Doping based on <u>SDR 21.1 (Anti-Doping)</u>.
- Illicit Drugs based on SDR 21.2 (Illicit Drugs); and
- Anti-Corruption based on <u>SDR 6 (Betting and Anti-Corruption)</u>.

Note:

- 1. Scottish Rugby recommends that all participants in the game complete the following World Rugby on-line training modules:
- Concussion: Concussion Management for the General Public.
- · Anti-Doping: Keep Rugby Clean; and
- Integrity: Keep Rugby Onside
- 2. World Rugby's on-line training modules are available free of charge and can be accessed here.

Laws & Regulations: Be and remain a member of the Union during the season and comply with and operate in accordance with:

- the Scottish Rugby Union Articles of Association
- Scottish Rugby Regulations;
- World Rugby Regulations;
- UK Anti-Doping Agency (UKAD) rules, policies, guidelines and procedures;
- the Scottish Rugby Code of Conduct; and
- all applicable Laws.

Discipline Record: Maintain a disciplinary record to Scottish Rugby's satisfaction.

Competitions

In respect of Scottish Rugby adult competition or organised play programmes:

- · complete all fixtures to the reasonable satisfaction of Scottish Rugby;
- · participate in the relevant competitions in accordance with Scottish Rugby Rules and Regulations;
- be responsible for player transfers between clubs and dual registration in accordance with relevant Scottish Rugby Regulations and the transfer deadline for the Season;
- return a copy of each team sheet to the relevant competition Secretary no later than 48 hours after the relevant match kick-off time.
 - a. Should a club fail to submit a teamsheet fully, accurately or on time, a team will be deducted £20.00. In the event that a team fails to submit 5 or more teamsheets a deduction of £150.00 will be made.
- If producing a home match programme, the Scottish Rugby logo must be displayed in a prominent position and the club must include a full-page advert for any relevant competition sponsor in the format prescribed by Scottish Rugby. Failure to add the above may affect club funding.
- announce matches in any PA announcements at the club's home ground in the manner prescribed by Scottish Rugby;
- if provided by Scottish Rugby, display any Scottish Rugby and/or Scottish Rugby sponsor advertising material prominently throughout the club and actively promote this through club committees;
- if provided, insert any Scottish Rugby and/or Scottish Rugby sponsor promotional materials in the club's home match-day programmes; and
- if provided, display any Scottish Rugby and/or Scottish Rugby sponsor pitch side promotional advertising or banners at the club's home ground (including during matches).

Scottish Rugby reserves the right to make deductions where the decision of the Championship Committee or relevant Competitions Committees determines that a team and/or club have failed to adhere to the Rules and Regulations.

In respect of Schools and Youth Competitions:

- complete all fixtures to the reasonable satisfaction of Scottish Rugby;
- participate in the relevant Competitions in accordance with relevant Scottish Rugby Rules and Regulations;
- comply with the Schools & Youth results reporting procedure as notified to Clubs by Scottish Rugby from time to time;
- · attend Schools & Youth conference meetings as required by Scottish Rugby; and
- submit teamsheets within 48 hours for all Schools & Youth Scottish Rugby Competitions

Marketing & Branding

Follow and respect any Scottish Rugby or Scottish Rugby sponsor marketing and branding guidelines.

Player Welfare Guidance

The Player Welfare Action plan sets out updated guidance on first aid provision as well as equipment that should be available for training sessions as well as playing. This guidance should be read in conjunction with the referenced minimum standards above, to allow development of Player Welfare provision that is bespoke to your club environment.

Mini & Youth Rugby - Pitchside Care Standards for season 2023-24 onwards

	Minimum Standards	Aspirational Standards
Training	1 x level 1 provider to 40 players. Consideration given to the layout of pitches as this may require additional providers. Risk Assessment recommended if the standard above cannot be met, and session modified depending on outcome. Medical Emergency Action Plan (MEAP) in place.	1 designated Level 1 provider per age group. Co-ordinator to support providers if multiple groups training at the same time. Recommended that the level 1 provider is separate from the coaching team.
Matches	1 designated Level 1 provider per match (home team to provide). Risk Assessment should be performed if minimum standard isn't achievable, and game modified if required. Medical Emergency Action Plan (MEAP) in place. Medical Emergency Action Plan (MEAP) in place.	1 designated level 1 provider per team. Top Youth and Schools Conferences – 1 x Level 2 provider per match (Home team to provide). Recommended that the provider is separate from the coaching team.
Festivals	1 designated Level 1 provider per 50 players. Medical Emergency Action Plan (MEAP) in place.	1 designated level 1 provider per game. Consider geography of pitches

Adult Rugby - Pitchside Care Standards for season 2023-24 onwards

	Minimum Standards	Aspirational Standards
Training	1 x level 1 provider to 40 players but consider layout of pitches as this may require additional providers. Risk Assessment recommended if standard cannot be met, and session modified depending on outcome. Medical Emergency Action Plan (MEAP) in place. Premiership (Men & Women): 1 designated physio (level 2/3 provider) present for Thursday evening training.	1 designated Level 1 provider per age group. Co-ordinator to support providers if multiple groups training at the same time. Recommended that the level 1 provider is separate from the coaching team.
Matches	1 designated Level 1 provider per match (home team to provide). Risk Assessment should be performed if minimum standard isn't achievable, and game modified if required. Medical Emergency Action Plan (MEAP) in place. National League matches 1 designated level 1 provider per team (separate from the coaching team). Premiership (Men & Women): Level 2 provider per team plus additional Level 2/3 match day Doctor.	1 designated level 1 provider per team. Recommended that the provider is separate from the coaching team. National League matches: Level 2 provider per match present (home team to provide)

All other medical support or provision such as therapist led prehabilitation and rehabilitation, strapping, soft tissue massage and the treatment of potential non-life and limb threatening and musculoskeletal injuries is outside the scope of this document and should be determined by the club, school, college, university, and rugby activity providers based on circumstances, availability of personnel and capacity.

Any organisation and/or practitioner providing additional provision should be appropriately qualified and insured.

2. ASSOCIATED FUNDING

The next part of this document outlines other Associated Funding.

If a club meets the Club Investment Fund standards, they may be eligible for funding from Scottish Rugby as detailed throughout this section and highlighted in the following table:

2.1 Player Improvement Funding

FUNDING AREA	AMOUNT	ACTION REQUIRED FROM CLUB	PAYMENT DATE
Premiership (Men's)			
Player Improvement	£6,000	Clubs submit claims by 28 October 2023, 23 December 2023, 28 February 2024, 28 April 2024.	Payment at end November 2023, end January 2024, end March 2024 and end May 2023.
Medical	£10,000		
Coaching	£4,000	Meet standards	
Director of Rugby	£4,000	Meet standards	
TOTAL	£24,000		
National 1 (Men's)			
Player Improvement Fund	£4,000	Clubs submit claims by 28 October 2023, 23 December 2023, 28 February 2024, 28 April 2024.	Payment at end November 2023, end January 2024, end March 2024 and end May 2024.
Coaching	£2,000	Meet standards	
Director of Rugby	£2,000	Meet standards	
TOTAL	£8,000		
National 2 (Men's)			
Player Improvement Fund	£1,750	Clubs submit claims by 28 October 2023, 23 December 2023, 28 February 2024, 28 April 2024.	Payment at end November 2023, end January 2024, end March 2024 and end May 2024.
Coaching	£1,750	Meet standards	
TOTAL	£3,500		

National 3 (Men's)			
Player Improvement Fund	£1,250	Clubs submit claims by 28 October 2023, 23 December 2023, 28 February 2024, 28 April 2024.	Payment at end November 2023, end January 2024, end March 2024 and end May 2024.
Coaching	£1,250	Meet standards	
TOTAL	£2,500		
National 4 (Men's)			
Player Improvement Fund	£750	Clubs submit claims by 28 October 2023, 23 December 2023, 28 February 2024, 28 April 2024.	Payment at end November 2023, end January 2024, end March 2024 and end May 2024.
Coaching	£750	Meet standards	
TOTAL	C1 E00		
TOTAL	£1,500		
FUNDING AREA	AMOUNT	ACTION REQUIRED FROM CLUB	PAYMENT DATE
			PAYMENT DATE
FUNDING AREA			Payment at end November 2023, end January 2024, end March 2024 and end May 2024.
FUNDING AREA Premiership (Women's)	AMOUNT	Clubs submit claims by 28 October 2023, 23 December 2023, 28 February	Payment at end November 2023, end January 2024, end
FUNDING AREA Premiership (Women's) Player Improvement	AMOUNT £2,000	Clubs submit claims by 28 October 2023, 23 December 2023, 28 February	Payment at end November 2023, end January 2024, end

How to claim player improvement funding

Clubs may draw down this funding if they submit written claims to Scottish Rugby in advance of the following dates:

- 1. 28 October 2023
- 2. 23 December 2023
- 3. 28 February 2024
- 4. 28 April 2024

Clubs submitting an on-time, eligible claim will receive payment at the end of the following month. If clubs submit claims after the above dates, Scottish Rugby cannot guarantee that such claims will be processed until the next claim period. Clubs must submit claims against expenditure using the forms which will be provided at the start of the season and provide copies of all related expenditure e.g. invoices, payroll documentation or any other information that may be reasonably requested by Scottish Rugby.

2.1.1 Premiership (Men's)

Up to £14,000 is available to help clubs improve standards of play and develop a more professional infrastructure. This funding has been allocated to Coaching & Directors of Rugby, Nutrition and Strength & Conditioning. Clubs may claim this funding if they meet the standards set out in the relevant appendices.

Coaching & Director of Rugby – up to **£8,000** may be available towards the Coaching Team and Director of Rugby, subject to the club meeting the standards set out in Appendix 1.

Nutrition and S&C – Up to **£6,000** is available to each club participating in the Premiership (Men's) competition to achieve Nutrition and S&C standards. The Nutrition standards are set out in Appendix 2. The S&C standards are set out in Appendix 3.

Medical Investment - Premiership Only

Up to **£10,000** to contribute towards medical and physiotherapy support. Clubs may claim this funding if they meet the Medical and Physiotherapy Standards and Professional Player Medical Protocols set out in Appendix 4.

2.1.2 National 1 (Men's) Player Improvement Fund

Up to £8,000 may be paid to each club participating in the National 1 (Men's) competition to help improve standards of play and develop more professional infrastructures. This funding has been allocated to Coaching and Directors of Rugby, Nutrition and S&C. Clubs may claim this funding if they meet the relevant standards. Scottish Rugby may provide relevant support and guidance to help clubs meet these standards.

Coaching and Directors of Rugby – Up to **£4,000** is available to each club participating in the National 1 (Men's) competition towards the Coaching Team and Director of Rugby position, subject to your club meeting the Coaching and Director of Rugby standards set out in Appendix 1.

Nutrition and S&C – Up to **£4,000** is available to each club participating in the National 1 (Men's) competition to achieve S&C and nutrition standards. The nutrition standards are set out in Appendix 2. The S&C standards relate to the quality of S&C specific coaching and the facility provision. As previously 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 3.

2.1.3 National 2 (Men's) Player Improvement Fund

Up to £3,500 may be paid to each club participating in the National 2 (Men's) competition to help improve standards of play and develop more professional infrastructures. This funding has been allocated to Coaching, Nutrition and S&C. Clubs may claim this funding if they meet the relevant standards. Scottish Rugby may provide relevant support and guidance to help clubs meet these standards.

Coaching – Up to **£1,750** is available to each club participating in the National 2 (Men's) competition towards the Coaching Team, subject to your club meeting the standards set out in Appendix 1.

Nutrition and S&C – Up to £1,750 is available to each club participating in the National 2 (Men's) competition to achieve Nutrition and S&C standards. The Nutrition Standards can be found in Appendix 2. The S&C standards relate to the quality of S&C specific coaching and the facility provision and can be found in Appendix 3.

2.1.4 National 3 (Men's) Player Improvement Fund

Up to £2,500 may be paid to each club participating in the National 3 (Men's) competition to help improve standards of play and develop more professional infrastructures. This funding has been allocated to Coaching, Nutrition and S&C. Clubs may claim this funding if they meet the relevant standards. Scottish Rugby may provide relevant support and guidance to help clubs meet these standards.

Coaching – Up to **£1,250** is available to each club participating in the National 3 (Men's) competition towards the Coaching Team, subject to your club meeting the standards set out in Appendix 1.

Nutrition and S&C – Up to £1,250 is available to each club participating in the National 3 (Men's) competition to achieve Nutrition and S&C standards. The Nutrition Standards can be found in Appendix 2. The S&C standards relate to the quality of S&C specific coaching and the facility provision and can be found in Appendix 3.

2.1.5 National 4 (Men's) Player Improvement Fund

Up to £1,500 may be paid to each club participating in the National 4 (Men's) competition to help improve standards of play and develop more professional infrastructures. This funding has been allocated to Coaching, Nutrition and S&C. Clubs may claim this funding if they meet the relevant standards. Scottish Rugby may provide relevant support and guidance to help clubs meet these standards.

Coaching – Up to **£750** is available to each club participating in the National 4 (Men's) competition towards the Coaching Team, subject to your club meeting the standards set out in Appendix 1.

Nutrition and S&C – Up to £750 is available to each club participating in the National 4 (Men's) competition to achieve Nutrition and S&C standards. The Nutrition Standards can be found in Appendix 2. The S&C standards relate to the quality of S&C specific coaching and the facility provision and can be found in Appendix 3.

2.1.6 Premiership (Women's) Player Improvement Fund

Up to £5,000 may be paid to each club participating in the Premiership (Women's) competition to help improve standards of play and develop more professional infrastructures. This funding has been allocated to Coaching, Nutrition and S&C. Clubs may claim this funding if they meet the relevant standards. Scottish Rugby may provide relevant support and guidance to help clubs meet these standards.

Coaching – Up to £3,000 is available to each club participating in the Premiership (Women's) competition towards the Coaching Team, subject to your club meeting the standards set out in Appendix 1.

Nutrition and S&C – Up to **£2,000** is available to each club participating in the Premiership (Women's) competition to achieve Nutrition and S&C standards. The Nutrition Standards can be found in Appendix 2. The S&C standards relate to the quality of S&C specific coaching and the facility provision and can be found in Appendix 3.

Medical Investment - Premiership Only

Up to **£10,000** to contribute towards medical and physiotherapy support. Clubs may claim this funding if they meet the Medical and Physiotherapy Standards and Professional Player Medical Protocols set out in Appendix 4.

2.2 Travel Support

Long Journeys

If a club or school is required to fulfil a Competition fixture (including play-offs), Cup, Women's Aspiring League, adult and youth female Evolution Series, National Youth Club Cup, Youth Club Shield, Youth School Cup, Youth School Shield, Girl's U18 National League, Girl's U16 National League, Girl's Regional Aspiring League, Girl's Cup, Girl's Shield, Girl's Plate, Girl's Bowl, Schools & Youth Conferences, with a return journey in excess of 99 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 up to 99 miles £100 per journey
- Return journey of 100 or more miles £300 per journey
- Return journey of 200 or more miles £350 per journey
- Return journey of 400 or more miles £500 per journey
- Return journey of 600 or more miles £650 per journey

Schools & Youth Multiple Team Travel on same day.

- Return journey of up to 99 miles, 1-2 teams £100 per journey
- Return journey of up to 99 miles, 3-4 teams £200 per journey
- Return journey of up to 99 miles, 5 or more teams £300 per journey
- Return journey of 100 or more, 1-2 teams £300 per journey
- Return journey of 100 or more miles, 3-4 teams £600 per journey
- Return journey of 100 or more miles, 5 or more teams £900 per journey
- Return journey of 200 or more miles, 1-2 teams £350 per journey
- Return journey of 200 or more miles, 3-4 teams £700 per journey
- Return journey of 200 or more miles, 5 or more teams £1,050 per journey
- Return journey of 400 or more miles, 1-2 teams £500 per journey
- Return journey of 400 or more miles, 3-4 teams £1000 per journey
- Return journey of 400 or more miles, 5 or more teams £1,500 per journey
- Return journey of 600 or more miles, 1-2 teams £650 per journey
- Return journey of 600 or more miles, 3-4 teams £1,300 per journey
- Return journey of 600 or more miles, 5 or more teams £1,950 per journey

Travel to Scottish Islands

If a club or school is required to fulfil a Scottish Rugby adult competition (league or cup) fixture, a Scottish Rugby youth conference or league or another Scottish Rugby organised play programme, 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 £5,500 per return journey
- Youth and school competitions U18 teams £4,000 per return journey (due to adult ferry tariff for players aged over 16) and U16 teams and below £2,400 per return journey (Shetland £5,500 per return journey).

Travelling to Arran, Bute, Cowal, Islay and Mull:

- Adult competitions £750 per return journey
- Youth and school competitions £600 per return journey

Stornoway, Shetland & Orkney Rugby Clubs - Travel Subsidy

To support the participation in adult male and adult female League competition fixtures, Scottish Rugby will make an upfront travel subsidy payment in October 2023 to support the three clubs who have considerable travel challenges based on their island location. For fixtures and travel for other teams such as youth and any school teams please claim for each specific journey.

Payment

Long Journey Travel Payments for adult male and adult female League competition fixtures may be made by BACS transfer to an account nominated by each club by the end of October 2023. Please note, for those competitions whereby a split competition format has been introduced payment will be made by the end of October 2023 where the fixtures are known. Payment for those fixtures following the split will be paid at the end of the season in May 2024 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 youth conferences with multiple teams travelling, a cumulative approach to individual team travel will be adopted. Payments will be made at the end of the season in May 2024.

Island Travel Payments will be made on receipt of a claim form and appropriate receipts. The Island Travel claim form is available to download here: https://scottishrugby.org/club-competitions.

2.3 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 are members of the Union.

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

PLAYING LEVEL	INSURANCE PREMIUM
Senior team	£400
Restricted fixtures (max 5 games)	£50
Youth teams (under-18)	£250
Midi teams (under-16/under-15)	£40
Mini teams (primary school age)	£40

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 £2,200 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 2023** 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.

2.4 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.

2.5 Pro Player Reward Scheme

When a player signs their first professional playing contract with Scottish Rugby (Glasgow Warriors, Edinburgh Rugby, Scotland 7s or FOSROC Sport Pro Team 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:

- FOSROC Pro Team 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).

Scottish Rugby has introduced a new Super Series category into the existing Scottish Rugby Player Reward Scheme. This is an additional investment by Scottish Rugby into the game in Scotland that is designed to acknowledge the important role that clubs and schools have played in the development of Super Series players.

Scottish Rugby will make £400 available for each player who signs a contract of part-time employment to play for a Super Series team. Each such player will be able to nominate the non-Super Series clubs and schools who have contributed to their development over the 5-year period prior to signing the relevant Super Series contract (i.e. £80 per year).

Players will not be able to nominate a Super Series Club XV for any element of this payment. Payment will be dealt with in the same way as the existing Scottish Rugby Player Reward Scheme, with the total payable for any player not exceeding £3,500.

2.6 Prize Money

As part of Scottish Rugby's commitment made in Agenda 3, prize money will continue to be spread through all National and Regional Leagues. Prize money amounts for season 2023-24 are as follows:

PLAYING LEVEL	AMOUNT	PAYMENT DATE
Premiership (Men's and Women's) Prize Money	£7,000 to be paid as follows: Premiership Final Play Off Winner - £4,000 Premiership Final Play Off Runner Up - £3,000 Premiership Final Semi Finalist - £700 Premiership Final Semi Finalist - £700	31 May 2024
National 1 (Men's) Prize Money	£6,500 to be paid as follows: 1st place - £3,000 2nd place - £2,250 3rd place - £1,250	31 May 2024
National 2 (Men's) Prize Money	£4,250 to be paid as follows: 1st place - £2,250 2nd place - £1,250 3rd place - £750	31 May 2024
National 3 (Men's) Prize Money	£2,500 to be paid as follows: 1st place - £1,250 2nd place - £750 3rd place - £500	31 May 2024
National 4 (Men's) Prize Money	£2,250 to be paid as follows: 1st place - £1,000 2nd place - £750 3rd place - £500	31 May 2024
Regional Leagues (Men's and Women's) Prize Money	£2,250 to be paid as follows: 1st place - £1,000 2nd place - £750 3rd place - £500	31 May 2024

3. CLUB INVESTMENT FUND PROGRAMME STANDARDS TERMS AND CONDITIONS 2023-24

3.1 Definitions & Interpretation

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

"Acceptance Form" means the Acceptance Form set out in the appendix;

"Agreement" means these terms and conditions, the preceding section and any appendices, all as may be amended from time to time in accordance with these terms and conditions:

"Applicable Laws" means any and all applicable laws, legislation, the Scottish Rugby Union Articles of Association, 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) public health and/or government advice, 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);

"Scottish Rugby Union Articles of Association" means the laws of the Union as applicable from time to time;

"Club" means the club or entity signing and returning the Acceptance Form;

"Code of Conduct" means the 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;

"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;

"Data Protection Legislation" means any law applicable relating to the processing, privacy and use of personal data, including: (i) the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, SI 2003/2426 (both as amended), and any laws or regulations implementing Directive 95/46/EC (Data Protection Directive) or Directive 2002/581EC; (ii) the General Data Protection Regulation (EU) 2016/679, and/or any corresponding or equivalent national laws or regulations; and/or (iii) any judicial or administrative implementation of any of the above, any guidance, guidelines, codes of practice, codes of conduct or approved certification mechanisms issued by the Information Commissioner's Office, or other regulatory or supervisory authority responsible for administering Data Protection Legislation;

"Material Benefits" 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;

"Supporting Clubs Investment Programme Standards" means the standards set out above, together with any other minimum standards and requirements issued by Scottish Rugby from time to time;

"Funding" means the monies, benefits and other support made available to the Club in terms of this Agreement all as more particularly set out above;

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

"SCRUMS" means the registration system made available by Scottish Rugby from time to time;

"Scottish Rugby" means Scottish Rugby Union Limited, a company incorporated in Scotland with registered number SC132061 and having its registered office at BT Murrayfield, Edinburgh EH12 5PJ;

"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 Discipline Rules and the decisions and directions of the Discipline Panel;

"Season" means the 2023-24 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.

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

3.2 Agreement

- 3.2.1 This Agreement shall apply in respect of the Season, subject to its terms.
- 3.2.2 The Club agrees to work collaboratively and in good faith with Scottish Rugby to discharge the Club's obligations in accordance with this Agreement.
- 3.2.3 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.

3.3 Funding & Participation

- 3.3.1 The Club shall be entitled to receive the funding and to participate in competitions, provided that:
 - 3.3.1.1 the Club has complied with and remains compliant with this Agreement and any criteria associated with any Funding;
 - 3.3.1.2 Scottish Rugby has received all reports and information it has asked for from the Club; and
 - 3.3.1.3 the club has issued Scottish Rugby with all invoices and claim forms that Scottish Rugby has requested in respect of the funding and Scottish Rugby does not dispute the amount or amounts stated on the same.
- 3.3.2 Subject to the terms of this Agreement, the Funding 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.

3.4 General Club Obligations

- 3.4.1. The Club must:
 - 3.4.1.1 sign and return the Acceptance Form by no later than the deadline stated by Scottish Rugby;
 - 3.4.1.2 only apply or use the Funding for the purposes set out in the Agreement;
 - 3.4.1.3 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;
 - 3.4.1.4 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 Funding, the Club's participation in competitions, or the subject matter of this Agreement; and
 - 3.4.1.5 act in accordance with all reasonable requests made to the Club by Scottish Rugby regarding the funding, the Club's participation in competitions, or this Agreement.
- 3.4.2 On request by Scottish Rugby, the Club must provide Scottish Rugby with details of all Material Benefits that the Club (or anyone associated with the Club) have provided or are providing to their players, coaches, staff or club officials.

3.5 Impact of Breach of this Agreement

- 3.5.1 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:
 - 3.5.1.1 reduce the amount of the Funding and/or any amounts paid or payable to the Club under the Club Sustainability Award;
 - 3.5.1.2 withdraw or withhold the Funding and/or any amounts paid or payable to the Club under the Club Sustainability Award (or any part of the same yet to be paid or made available to the Club), with no further obligation to pay any other amounts, regardless of the circumstances;
 - 3.5.1.3 withdraw or suspend the club from any competition;
 - 3.5.1.4 require that any part of the Funding or Club Sustainability Award amounts 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, benefits or other support otherwise available or payable to the Club;
 - 3.5.1.5 terminate this Agreement in accordance with Clause 3.9.1. below; and/or
 - 3.5.1.6 apply any right, recourse, remedy or sanction otherwise available to Scottish Rugby under the Scottish Rugby Regulations.
- 3.5.2 Notwithstanding Clause 3.5.1 above, any breach of this Agreement may also jeopardise the Club's chances of participating in future Competitions or obtaining future monies, funding, benefits or support from Scottish Rugby.

3.6 Confidentiality & Announcements

- 3.6.1 Subject to Clauses 3.6.2 and 3.6.3 below, the receiving Party shall keep confidential all Confidential Information received from the disclosing Party in relation to this Agreement and shall not use such Confidential Information for any purpose other than the performance of its obligations or exercise of its rights under this Agreement.
- 3.6.2 The Confidential Information of the disclosing Party may be disclosed by the receiving Party to the receiving Party's professional advisers, employees and officers on a need to know basis (provided that such persons are aware of and comply with Clause 3.6.1), or if a receiving Party is required to do so under Applicable Laws.
- 3.6.3 The terms of and obligations imposed by this Clause 3.6 will survive the termination or expiry of this Agreement, but will not apply to any Confidential Information which:
 - 3.6.3.1 is or becomes public knowledge other than by breach of this Clause 3.6;
 - 3.6.3.2 is in the possession of the receiving Party before the date of receipt from the disclosing Party;
 - 3.6.3.3 is received from a third-party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - 3.6.3.4 is independently developed without access to the Confidential Information; or
 - 3.6.3.5 is required to be disclosed by court order of a competent jurisdiction, or by applicable law, or by any applicable regulatory body.
- 3.6.4 The Club shall not make any public or media announcement relating to this Agreement or its subject matter without the prior written consent of Scottish Rugby (such consent not to be unreasonably withheld or delayed). 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 this Agreement had been entered into, or that any payments under this Agreements have been paid or made available.

3.7 Data Protection

- 3.7.1 For the purposes of this Clause 3.7 the terms "controller", "personal data", "special category personal data", "data subjects" and "processing" shall have the meaning given to those terms in the Data Protection Act 2018.
- 3.7.2 Neither Party shall act or omit to act in any way which is inconsistent with Data Protection Legislation Act 2018 and each Party shall comply with Data Protection Legislation regarding this Agreement.

- 3.7.3 Neither Party shall do, or cause or permit to be done, anything which would cause or otherwise result in a breach of Data Protection Legislation by the other Party.
- 3.7.4 To the extent that the performance of a Party's obligations under this Agreement involves or necessitates the processing of personal data or special category personal data, the processing Party shall act only on instructions and directions from the Party who is the controller and shall comply promptly with all such instructions or directions received from time to time.
- 3.7.5 Each Party 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 as are necessary to comply with Data Protection Legislation.
- 3.7.6 The Club acknowledges and agrees that the personal data or special category personal data you provide to Scottish Rugby under the Agreement will be processed, used and shared in accordance with Scottish Rugby's Privacy Policy (which is available at https://www.scottishrugby.org/privacy-policy).
- 3.7.7 The Club warrants, represents and undertakes to Scottish Rugby that it has made all relevant data subjects aware of the processing activities set out in Clause 3.7.6. and that it has obtained all necessary consents from relevant data subjects which may be required in respect of the same.

3.8 Warranties & Liability

- 3.8.1 The Club warrants, represents and undertakes to Scottish Rugby that:
 - 3.8.1.1 it has and will have at all times the full authority and capacity to enter into and perform this Agreement;
 - 3.8.1.2 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;
 - 3.8.1.3 any and all information submitted to Scottish Rugby regarding this Agreement is accurate and truthful and that the Club has not acted fraudulently in any way regarding this Agreement; and
 - 3.8.1.4 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.
- 3.8.2 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.
- 3.8.3 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.
- 3.8.4 Scottish Rugby's maximum liability to the Club under this Agreement will be limited to the monetary value of the Funding actually paid to the Club in the Season.
- 3.8.5 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.

3.9 Termination

- 3.9.1 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.
- 3.9.2 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 (including, without limitation, the right to recover damages).
- 3.9.3 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.

3.10 General

- 3.10.1 Any waiver by Scottish Rugby of any rights or remedies under this Agreement or will only be effective if such waiver is in writing and has been signed by an authorised representative of Scottish Rugby.
- 3.10.2 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.
- 3.10.3 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.
- 3.10.4 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.
- 3.10.5 The Agreement and any dispute or claim arising out of or regarding 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 in respect of this Agreement, its subject matter or formation.

4. APPENDICES

Appendix 1 - Player Improvement Fund - Coaching Team & Director of Rugby

Premiership (Men's)

Scottish Rugby may provide funding of up to £8,000 for each of the following: Coaching Team and Director of Rugby, subject to the standards below being met.

AREA	STANDARDS	NOTES
Coaching Audit	Clubs to complete audit detailing coaches and qualifications.	Active coach information to be updated in SCRUMS.
Coaching Qualifications	 Head Coach = Advanced Coaching qualified or equivalent* Assistant Coaches = Aspiring Coaching qualified or equivalent * S&C Coach = World Rugby Level 2 qualified, UKSCA accredited* or equivalent 	*Coach has until the end of the 23/24 season to enroll and/or complete the course.
Coaching - Continual Professional Development (CPD)	The Head Coach and other club coaches will engage in regular CPD workshops and/or webinars delivered by Scottish Rugby.	CPD engagement monitored via SCRUMS
Director of Rugby Course	Club Director of Rugby (or club committee person with equivalent responsibility) to have attended the Director of Rugby course held by Scottish Rugby.	2023-24 Director of Rugby course formats and dates to be announced in due course.
Anti-Doping	Head and assistant coaches to have completed the 'keep rugby clean' anti doping online World Rugby module	https://passport.world.rugby/protect- the-game/keep-rugby-clean/

National 1 (Men's)

Scottish Rugby may provide funding of up to £4,000 for each of the following: Coaching Team and Director of Rugby, subject to the standards below being met.

AREA	STANDARDS	NOTES
Coaching Audit	Clubs to complete audit detailing coaches and qualifications.	Active coach information to be updated in SCRUMS.
Coaching Qualifications	 Head Coach = Advanced Coaching qualified or equivalent* Assistant Coaches = Aspiring Coaching qualified or equivalent* S&C Coach = World Rugby Level 1 or equivalent* 	*coach has until the end of the 23/24 season to enroll and/or complete the course.
Coaching - Continual Professional Development (CPD)	The Head Coach and other club coaches will engage in regular CPD workshops delivered the Scottish Rugby.	CPD engagement monitored via SCRUMS
Director of Rugby Course	Club Director of Rugby (or club committee person with equivalent responsibility) to have attended the Director of Rugby course held by Scottish Rugby.	2023-24 Director of Rugby course formats and dates to be announced in due course.
Anti-Doping	Head and assistant coaches to have completed the 'keep rugby clean' anti doping online World Rugby module	https://passport.world.rugby/ protect-the-game/keep-rugby- clean/

National 2 (Men's)

Scottish Rugby may provide funding of up to £1,750 for the Coaching Team subject to the standards below being met.

AREA	STANDARDS	NOTES
Coaching Audit	Clubs to complete audit detailing coaches and qualifications.	Active coach information to be updated in SCRUMS.
Coaching Qualifications	 Head Coach = Advanced Coaching qualified or equivalent* Assistant Coaches = Aspiring Coaching qualified or equivalent* 	*coach has until the end of the 23/24 season to enroll and/or complete the course.
Coaching - Continual Professional Development (CPD)	The Head Coach and other club coaches will engage in regular CPD workshops delivered by the Scottish Rugby coach development department.	CPD engagement monitored via SCRUMS
Anti-Doping	Head and assistant coaches to have completed the 'keep rugby clean' anti doping online World Rugby module	https://passport.world.rugby/ protect-the-game/keep-rugby- clean/

National 3 (Men's)

Scottish Rugby may provide funding of up to £1,250 for the Coaching Team subject to the standards below being met.

AREA	STANDARDS	NOTES
Coaching Audit	Clubs to complete audit detailing coaches and qualifications.	Active coach information to be updated in SCRUMS.
Coaching Qualifications	 Head Coach = Advanced Coaching qualified or equivalent* Assistant Coaches = Aspiring Coaching qualified or equivalent* 	*coach has until the end of the 23/24 season to enroll and/or complete the course.
Coaching - Continual Professional Development (CPD)	The Head Coach and other club coaches will engage in regular CPD workshops delivered by the Scottish Rugby Game Development Department	CPD engagement monitored via SCRUMS
Anti-Doping	Head and assistant coaches to have completed the 'keep rugby clean' anti doping online World Rugby module	https://passport.world.rugby/ protect-the-game/keep-rugby- clean/

National 4 (Men's)

Scottish Rugby may provide funding of up to £750 for the Coaching Team subject to the standards below being met.

AREA	STANDARDS	NOTES
Coaching Audit	Clubs to complete audit detailing coaches and qualifications.	Active coach information to be updated in SCRUMS.
Coaching Qualifications	 Head Coach = Aspiring Coaching qualified or equivalent* Assistant Coaches = Aspiring Coaching qualified or equivalent* 	*coach has until the end of the 23/24 season to enroll and/or complete the course.
Coaching - Continual Professional Development (CPD)	The Head Coach and other club coaches will engage in regular CPD workshops delivered by the Scottish Rugby Game Development Department	CPD engagement monitored via SCRUMS
Anti-Doping	Head and assistant coaches to have completed the 'keep rugby clean' anti doping online World Rugby module	https://passport.world.rugby/ protect-the-game/keep-rugby- clean/

Premiership (Women's)

Scottish Rugby may provide funding of up to £3,000 for the Coaching Team subject to the standards below being met.

AREA	STANDARDS	NOTES
Coaching Audit	Clubs to complete audit detailing coaches and qualifications.	Active coach information to be updated in SCRUMS.
Coaching Qualifications	 Head Coach = Advanced Coaching qualified or equivalent* Assistant Coaches = Aspiring Coaching qualified or equivalent* 	*coach has until the end of the 23/24 season to enroll and/or complete the course.
Director of Rugby Course	Club Director of Rugby (or club committee person with equivalent responsibility) to be aligned to Women's team and that person to have attended the Director of Rugby course held by Scottish Rugby.	2023-24 Director of Rugby course formats and dates to be announced in due course.
Coaching - Continual Professional Development (CPD)	The Head Coach and other club coaches will engage in regular CPD workshops delivered by the Scottish Rugby coach development department.	CPD engagement monitored via SCRUMS
Anti-Doping	Head and assistant coaches to have completed the 'keep rugby clean' anti doping online World Rugby module	https://passport.world.rugby/ protect-the-game/keep-rugby- clean/

Appendix 2 - Nutrition Standards & Support

Summary:

To support National League playing Clubs improve environments and standards of play, they will be able to draw down funding for areas of nutrition.

There is guidance below, following a 3-level system for nutrition, which is intended to act as a guided framework for how nutrition planning can be most effective.

Clubs can utilise their allocated Player Improvement amount to make claims. Claims will be accepted for any nutritional spend that aligns to the guided framework, but it is not required to follow the 3-level system.

	LEVEL 1: BASICS	
Post-match catering	Post-training catering	Nutrition education resources



LEVEL 2: INDIVIDUALISATION

Access to a qualified nutritionist/dietician with a specialism in sports nutrition*



LEVEL 3: ADVANCED NUTRITION

Controlled access to nutritional supplements

Routine monitoring of body composition and player welfare

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 must have access to a qualified nutritionist and/or dietician 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 Nutrition Specialist Group. 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 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.

Appendix 3 - Monitoring by Scottish Rugby:

To support National League playing Clubs improve environments and standards of play, they will also be able to draw down funding for areas of Strength & Conditioning.

AREA	REQUIREMENT	ESSENTIAL	DESIRABLE	PROVISION
Strength & Conditioning Coaching	Minimum of 1 x Strength & Conditioning Coach for Senior Squad	 World Rugby Strength & Conditioning Level 1 World Rugby Strength & Conditioning Level 2, or equivalent 	 UKSCA Accreditation World Rugby First Aid in Rugby World Rugby Educator 	 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)	 Olympic bars, collars & plates (22.5cm radius) Squat rack or stands Lifting station or platform Chin up bar Exercise bench 	Please contact Scottish Rugby's Training & Education team for further information on additional equipment	 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 by Scottish Rugby:

Clubs must share testing information and data with Scottish Rugby.

Club Strength & Conditioning Coach must attend relevant coaching courses and CPD opportunities.

Appendix 4 - Medical and Physiotherapy Standards and Professional Player Medical Protocols - Premiership (Men's & Women's) Only

Medical and Physiotherapy Standards

Clubs participating in the Premiership (Men's & Women's) competition must provide the following standards of cover for all 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 21 October 2023.

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

- 1. 1.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 or pay for an equivalent suitable sports trauma/first-aid course such as those run by the SFA or RFU.
- 2. 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.
- 3. The physiotherapist must provide handovers regarding Scottish Rugby contracted players to the relevant medical staff (from whom they will receive the same each week).
- 4. 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.
- 5. 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.
- 6. Anti-Doping Supporting Clean Athletes

To support Scottish Rugby's fight against doping in sport your Club must nominate one of its medical staff to complete the UKAD Introduction to Clean Sport course at https://www.ukad.org.uk/cleansporthub. 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. It is a requirement that all players complete the Scottish Rugby "Clean Sport" module via SCRUMS to enhance player education around clean sport.

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.
- b. 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.
- c. 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 dual registered contracted Academy players

Clubs participating in the Premiership (Men's) competition must comply with this protocol, which relates to the transfer of player care between Scottish Rugby and the Clubs to which they play for. It intends to ensure care standards are established for the safe management and therefore mutual benefit of Clubs and 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 (Men's) 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.
- Scottish Rugby 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.
- 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 players, any Scottish Rugby players will have their injuries reported by Scottish Rugby.

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:

• 1.Clubs participating in the Premiership competition cannot provide appropriate medical staff, as per the standards in the Premiership (Men's) 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 any training session** evenings, which do not currently require Premiership (Men's) teams to provide staff of suitable standard in terms of the Premiership (Men's) agreement - if these medical staff are not appropriately skilled to provide the required level of medical care, players will not be released.

2. Clubs participating in the Premiership (Men's) competition 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 – Scottish Rugby will not provide medical equipment required for player participation.

3. Achieving Medical Standards - First Aid Qualifications

- 1. If required, Clubs must name the person they wish to attend the SCRUMCAPS level 2 course. This may be a physiotherapist or doctor. It is anticipated that courses will run twice per Season.
- 2. 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 Services Manager at Scottish Rugby (0131 346 5019).
- 3. WORLD RUGBY Level 1 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, Head of Training and Education at Scottish Rugby on 0131 346 5021.

Appendix 5 - Club Acceptance Form

FAO: Admin team Rugby Development Scottish Rugby Limited Company Number SC132061 Scottish Gas Murrayfield Edinburgh EH12 5PJ

Date as postmarked

Dear Scottish Rugby,

We confirm that our club has read and hereby accepts the terms of Scottish Rugby's **Club Investment Fund Standards** for season 2023-24. Our club understands and accepts that its ability to participate in Scottish Rugby's league and cup competitions and to receive investment, benefits and support from Scottish Rugby during 2023-24 is dependent upon our club complying with the terms of Scottish Rugby's **Club Investment Fund Standards** 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 aforementioned document.

Club Name		
President's Name		
President's Signature	Date	
Secretary's Name		
Secretary's Signature	Date	

Data Protection

To the extent that any information provided to us constitutes 'personal data' Scottish Rugby will use and process that information in accordance with its privacy policy, which can be found at www.scottishrugby.org/privacy-policy

The information you provide us will be held on file, which may be paper and/or electronic. We will use this information to process applications and grants, to prepare statistics and to monitor and evaluate the effectiveness of investments.

