



# SCHOOL PARTNERSHIP AGREEMENT

Season 2023/24



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Dear Headteacher/Rector,

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

The inspiresport Schools Conferences are an integral part of Scottish Rugby's annual competitions programme as we work collaboratively with clubs and schools to create a bright future for the game. To be able to participate in rugby in Scotland and to be eligible for funding connected to the inspiresport Conference competitions, your School must meet the standards set out below and accept and comply with the terms and conditions attached to those standards.

Please consider the Schools Partnership Agreement 2023/24 and discuss with the relevant people in your school before confirming you accept its terms by returning a signed acceptance form (Section 4) before 8 September 2023 to [rugbydevelopmentadmin@sru.org.uk](mailto:rugbydevelopmentadmin@sru.org.uk).

Please be aware that payment of any money under the Schools Partnership Agreement 2023/24 is triggered by fulfilment of the terms of the agreement and not the return of the acceptance form alone. Please see Section 3 of the Schools Partnership Agreement 2023/24 for full details of compliance requirements.

All funding must be used to contribute to the costs incurred through your involvement in the Schools Conference competitions, or to develop your school rugby programme.

Good luck for the season ahead and should you have any questions about the Schools Partnership Agreement please do not hesitate to contact your Regional Manager.

Yours sincerely

**Gavin Scott**

Director of Rugby Development

# 1. SCHOOL PARTNERSHIP AGREEMENT STANDARDS

The standards below represent specific compliance and operational standards that your School should aspire to meet for season 2023/24 in order to operate in a safe and responsible way. If your School meets the standards below and accepts and complies with the terms and conditions set out in this document, it will be able to:

- Participate in Scottish Rugby’s conference and cup competitions
- Receive up to a maximum funding amount of £2500 from Scottish Rugby in Season 2023/24 (payable in May 2024)

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
Demonstrating Good Practice	100% RugbyRight Compliance	<ul style="list-style-type: none"> <li>• All new coaches who have not completed RugbyRight should do so by October 31st.</li> <li>• 100% of coaches registered on SCRUMS.</li> </ul>
	Schools to actively promote mental wellbeing best practice to support players, coaches, staff and volunteers	<ul style="list-style-type: none"> <li>• Delivered through Curriculum for Excellence and associated school wellbeing policies.</li> </ul>
Player Welfare	Schools 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.	<ul style="list-style-type: none"> <li>• Serious injuries should be submitted on SCRUMS within 24 hours.</li> <li>• Suspected spinal or potentially life-threatening injuries should be submitted on SCRUMS immediately.</li> <li>• All other injury types should be submitted within 7 days of the date of injury.</li> </ul>
	Schools to adhere to Scottish Rugby Concussion Policy along with implementing the appropriate management, training and education of the policy	<ul style="list-style-type: none"> <li>• Record concussions as per reporting requirements.</li> <li>• Follow return to play protocols and promote uptake of concussion awareness training by players, coaches and parents.</li> </ul>
	Medical and First Aid	<p>Whenever fixtures are played or training activity is conducted, there must be:</p> <ul style="list-style-type: none"> <li>• Appropriate first aid cover and equipment provided (determined by an appropriate risk assesment);</li> <li>• Access to a telephone to ensure emergency services can be called immediately and;</li> <li>• Clear vehicular access for an ambulance or other emergency vehicle.</li> </ul>
	Age Banding Policies	<ul style="list-style-type: none"> <li>• Schools to adhere to Scottish Rugby Age Banding Policies and processes along with implementing the appropriate management, training and education of the policy.</li> </ul>

CATEGORY	CRITERIA	EVIDENCE
Safeguarding	School to ensure compliance with Scottish Rugby PVG guidelines and safe recruitment process	<ul style="list-style-type: none"> <li>Anyone involved in regulated work (teaching, instructing, supervising children as part of their expected duties) must have a PVG linking them to your school.</li> <li>Safe recruitment practice must be followed for all staff, including external volunteers. Delivered through implementation of school policy/proceedures and as outlined in Scottish Rugby Safeguarding Policy and Safe Recruitment/PVG guidance document.</li> </ul>
	School to ensure compliance with Scottish Rugby Safeguarding Policies	<ul style="list-style-type: none"> <li>Delivered through implementation of school safe guarding and child protection policies and procedures.</li> </ul>
Male Youth - Playing Opportunitites	Participation in Scottish Rugby competitions entered with compliance of teamsheet submission	<ul style="list-style-type: none"> <li>100% completion of all available competition fixtures to a full match or development match in Scottish Rugby Conferences and other Competitions.</li> <li>100% teamsheet submission</li> <li>Compliance with all Competition Rules and Regulations.</li> <li>All players must be registered on SCRUMS before they take part in their first match.</li> <li>Teamsheets and results must be submitted by deadlines set out within competitions rules/operating proceedures.</li> </ul>

Maximum Investment of £2500 (5 teams x £500)

## 2. TRAVEL SUPPORT

### Long Journeys

If a school is required to fulfil an inspiresports Schools Conference or Schools Cup (including Shield, Plate and Bowl) competition fixture, Scottish Rugby may make a travel contribution in respect of each of these 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 and 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 miles, 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 - **£1,000** 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

### Payment

Long Journey Travel Payments for inspiresport Schools Conference or Schools Cup (including Shield, Plate and Bowl) competition fixtures will be made by BACS transfer to the account held on file by the Scottish Rugby finance department. If you wish to check or update the details, please email [accountspayable@sru.org.uk](mailto:accountspayable@sru.org.uk). 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 schools participating in schools and youth conferences with multiple teams travelling, a cumulative approach to individual team travel will be adopted. Payments will be made in May 2024.

# 3. SCHOOL PARTNERSHIP AGREEMENT STANDARDS TERMS AND CONDITIONS 2023/24

## 1. Definitions & Interpretation

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

“**Agreement**” means the 2023/24 Schools Partnership Agreement and these Terms;

“**Funding**” means the funding paid or payable to you under the Agreement;

“**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;

“**Party**” means each of Scottish Rugby and you (together the “Parties”);

“**Scottish Rugby**” means the Scottish Rugby Union Limited, registered number SC132061 with its registered office at Murrayfield Stadium, Edinburgh, EH12 5PJ; and

“**Terms**” means these terms.

## 2. Funding & Payment

### 2.1 You must meet the following conditions for Funding:

- Sign and return the Acceptance Form in Appendix 2 by the deadline stated by Scottish Rugby.
- Abide by all of Scottish Rugby’s National Competition Rules and Regulations, as administered by the Schools and Youth Competitions Committee (a sub-group of Scottish Rugby Championship Committee).
- Promote and abide by Scottish Rugby’s Bye Laws, Code of Conduct and the Schools & Youth Playing Charter.
- Comply with World Rugby’s Regulations Relating to the Game together with Scottish Rugby’s Domestic Regulations.
- Maintain a disciplinary record to Scottish Rugby’s satisfaction.
- Register all players and key school contacts in accordance with Section 4 of the Agreement.
- Ensure that all coaches, teachers and match officials are qualified as RugbyRight throughout the Season.
- Undertake training in safeguarding and anti-doping matters if required to do so
- 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
- Comply with Scottish Rugby’s ‘Are You Ready to Play Rugby?’ Policy in accordance with Section 6 of the Agreement consisting of the following components:
  - The under 16s in under 18 rugby policies.
  - Game-time policy in schools and youth rugby
  - Adhere to the applicable minimum standards for Coaching, Teaching, Refereeing and injury management
  - Comply with Scottish Rugby’s Concussion Policy.

- Adhere to the Serious Injury Report requirements in accordance with Section 9 of the Agreement.
- Complete all conference fixtures to the reasonable satisfaction of Scottish Rugby.
- Adhere to the Conference Results Reporting Procedure and Rules of Competition relating to teamsheets, in accordance with Section 5 of the agreement.
- Attend conference or regional schools and youth meetings as may be arranged by Scottish Rugby
- To assist the production of media/promotional content schools must provide information to Scottish Rugby’s media department in a timeous manner when requested.
- Comply with all other provisions of the Agreement.

## 2.2. If you do not comply with any of the terms of the Agreement then Scottish Rugby may at its sole option and discretion:

- Reduce your Funding;
- Withdraw your Funding or any part of it yet to be paid, with no further obligation to pay any other amounts, regardless of the circumstances; and/or
- Require that any part of the Funding already paid (plus interest) is either: i) repaid to Scottish Rugby within 30 days; or ii) set off against any future Scottish Rugby money payable to you.

Such circumstances may also jeopardise your chances of obtaining Scottish Rugby funding in future.

- Unless otherwise agreed by Scottish Rugby, funding will be paid directly to you by BACS transfer to your nominated bank account on a date or dates to be determined by Scottish Rugby, provided that you have complied with and remain compliant with the Agreement.
- You must promptly provide Scottish Rugby with any additional information that it may reasonably request from you from time to time in respect of any Funding or the Agreement.
- You must act in accordance with all reasonable requests made to you by Scottish Rugby in connection with any Funding or the Agreement.

## 3. Data & Confidentiality

- 3.1 For the purposes of this Clause 3 the terms “ controller”, “personal data”, “special category personal data”, “data subjects” and “processing” shall having the meaning given to those terms in the Data Protection Act 2018.
- 3.2 Neither Party shall act or omit to act in any way which is inconsistent with the Data Protection Act 2018 and each Party shall comply with Data Protection Act 2018 in connection with the Agreement.
- 3.3 Neither Party shall do, or cause or permit to be done, anything which may cause or otherwise result in a breach of the Data Protection Act 2018 by the other Party.
- 3.4 To the extent that the performance of a Party’s obligations under the 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.
- 3.5 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 the Data Protection Act 2018.
- 3.6 You acknowledge and agree 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 <http://www.scottishrugby.org/domestic-rugby/privacy-policy>). By entering into the Agreement, you confirm that you have made all relevant data subjects aware of this and you have obtained their consent to such processing (where applicable).
- 3.7 Each Party shall keep confidential all Confidential Information received from the other Party in relation to the Agreement and neither Party shall use any Confidential Information or any purpose other than the performance of its obligations or exercise of its rights under the Agreement.



- 3.8 Confidential Information may be disclosed by either Party to that Party's professional advisers, employees and officers on a need to know basis (provided that such persons are aware of and comply with Clause 3.7 above) or if a Party is required to do so under applicable law or regulation. Scottish Rugby may also disclose Confidential Information to funding partners or potential funding partners or to third parties on an anonymised basis.
- 3.9 Notwithstanding anything else in the Agreement, Scottish Rugby shall be entitled to publicly advertise, promote or announce in any format or media, without the need to obtain your consent beforehand, the fact that Funding has been paid or offered to you. In such circumstances you agree to provide any reasonable assistance requested by Scottish Rugby from time to time.
- 3.10 You will not advertise, promote or announce at any time that Funding has been paid or offered to you without first obtaining both the written consent of Scottish Rugby to do so and the agreement of Scottish Rugby on what you intend to say.

## 4. Liability

- 4.1 You 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, your performance under the Agreement.
- 4.2 Scottish Rugby's maximum liability to you under the Agreement will be limited to the amount of the Funding paid to you.
- 4.3 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.

## 5. General

- 5.1 You may not transfer or assign any of your rights or obligations under the Agreement to anybody else unless otherwise agreed in writing beforehand by Scottish Rugby.
- 5.2 Any waiver by Scottish Rugby of any rights or remedies under the Agreement will only be effective if such waiver is in writing and has been signed by an authorised representative of Scottish Rugby.
- 5.3 The Agreement forms the entire agreement between the Parties in relation to its subject matter and supersedes any previous negotiations, communications or arrangements.
- 5.4 Scottish Rugby may amend the Agreement from time to time provided that it provides you with written notice. You may not amend the Agreement at any time without first obtaining Scottish Rugby's prior written approval to the amendment.
- 5.5 If any provision of the 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.
- 5.6 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.
- 5.7 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation is to be governed by and construed in accordance with the Law of Scotland. The Parties irrevocably agree that the Scottish Courts have exclusive jurisdiction to determine any dispute or claim that arises out of or in connection with this Agreement, its subject matter or formation.

# 4. ACCEPTANCE FORM

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

Date as postmarked

Dear Scottish Rugby,

We confirm that our school has read and hereby accepts the terms of Scottish Rugby's **School Partnership Agreement** for season 2023/24. Our school understands and accepts that its ability to participate in Scottish Rugby's conference and cup competitions and to receive investment, benefits and support from Scottish Rugby during 2023/24 is dependent upon our school complying with the terms of Scottish Rugby's **School Participation Agreement** and that failure to do so may result in Scottish Rugby, at its discretion, exercising its rights and remedies against our school as set out in more detail in the aforementioned document.

School Name \_\_\_\_\_

Headteacher's Name \_\_\_\_\_

Headteacher's Signature \_\_\_\_\_ Date \_\_\_\_\_ 2023

**SCOTTISH RUGBY**

BT MURRAYFIELD EDINBURGH EH12 5PJ | 0131 346 5000 | [scottishrugby.org](http://scottishrugby.org)