



CLUB INVESTMENT FUND

Season 2024-25



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Dear Club Secretary

I hope you and everyone involved with your club enjoyed some time off over the summer and are looking forward to the season ahead.

Similarly to previous seasons, the Club Investment Fund criteria is designed to support clubs with minimum standards of club development and governance, safeguarding and player welfare, among other standards. Clubs meeting these criteria and who have returned a signed copy of the acceptance form at the end of this document will be eligible for funding.

The makeup of this season's Club Investment Fund has been reviewed and is aligned to Scottish Rugby's Rugby Development emerging department strategy. The total amount of direct investment into clubs for 24/25 will be more than it has been in recent years through a combination of the Club Investment Fund, Growth & Participation, Facility and Development Officer funding. How these funds are allocated is slightly different from previous years.

We are increasing our funding towards growth in the game and an increased spend in state school, women and girls, development environments and facilities through the Growth and Participation fund.

- In this years Club Investment Fund, clubs that are regularly fielding teams across more – or all – age groups will be our priority, which is why we are retaining funding rewarding participation. This results in a reduction in player improvement funding across all leagues.
- The increasing volume of fixtures across the game at all levels means there has been a review of the travel funding framework, resulting in changes. This is to ensure we maintain consistent overall funding levels supporting clubs and schools. The CIF document details the changes to the travel support framework for season 24/25.

Other associated funding areas in the Club Investment Fund, are:

- Pro Player Reward Scheme
- Insurance, Regulatory and Legal

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 no later than 31 August 2024: rugbydevelopmentadmin@sru.org.uk.

Yours sincerely

Gavin Scott
Director of Rugby Development

1. CLUB INVESTMENT FUND STANDARDS

With the support of Scottish Rugby’s regional teams, Clubs will receive £1,000 for adhering to the Club Development and Governance standards set out in the table below. These are standards that all Clubs should aspire to achieve throughout season 24/25.

Club Development and Governance Standards		
CATEGORY	CRITERIA	EVIDENCE
Player Welfare	Serious Injury Reporting	Clubs follow the Serious Injury reporting procedure, which can be accessed here: PLAYER WELFARE ACTION PLAN
	Concussion Management	<ul style="list-style-type: none"> Clubs follow the Concussion reporting procedures. Follow and actively promote the Return to Play protocols. Resources found here: CONCUSSION HUB
	First Aid Cover & Equipment	For all Matches & Training, there must be: <ul style="list-style-type: none"> First Aid cover & equipment Access to a telephone Clear access for an ambulance
	Age Banding	<ul style="list-style-type: none"> Clubs must follow and promote Scottish Rugby Age Banding policies and process. Click here for AGE BANDING
Safeguarding	Safe Recruitment	<ul style="list-style-type: none"> Club must sign up to the new PVG process and return the relevant paperwork. 100% of people in regulated work (teaching, instructing, supervising children as part of their duties) must have the appropriate rugby PVG in place. Club must follow safe recruitment practice OUTLINED HERE.
	Child Protection Officer	<ul style="list-style-type: none"> Any Club with Youth activity must have a Child Protection Officer (CPO) registered on SCRUMS and visible on Club website/social media. Club must ensure the CPO performs Scottish Rugby’s required processes and procedures. Click here for the CPO HANDBOOK The Club CPO completes safeguarding training every 3-years.
	Safeguarding Policies	<ul style="list-style-type: none"> Clubs must operate and have an easily accessible Safeguarding Policy visible via their website. Templates can be found here: SAFEGUARDING POLICY Newly appointed Committee/Board members should complete sportscotland Child Wellbeing & Protection in Sport e-learning module FOUND HERE

CATEGORY	CRITERIA	EVIDENCE
Coaching	Active Coaches	<ul style="list-style-type: none"> 100% of Active Coaches (of contact rugby) are Qualified (or within 4-months of becoming active on SCRUMS) 100% of Active Coaches are registered on SCRUMS
	RugbyRight	<ul style="list-style-type: none"> 100% of Active Coaches complete RugbyRight by 31 October 2024.
Match Officials	Match Official Recruitment	<ul style="list-style-type: none"> Positively support the recruitment of new match officials through promotion of the ‘same game, different shirt’ campaign. Actively train new match officials each season via the FREE Introduction to Match Officiating course. (BOOKING VIA SCRUMS) Create a welcoming environment for incoming match officials. Positively engage with the local Referee Society. All match officials are qualified before taking charge of a match.
Club Development	Club Governance	<ul style="list-style-type: none"> Club maintains good standards of governance by keeping records of the following documents: <ul style="list-style-type: none"> AGM Minutes Audited Accounts Code of Conduct Up to date Constitution Scottish Rugby may request these documents at any time.
	Club Development Planning	<ul style="list-style-type: none"> Club engages positively with their Scottish Rugby regional team members Club has a live and accessible ‘Club Development Plan’ in place. Capture and submit high level Club Membership data of playing and non-playing members at the end of the season.
	Equality, Diversity and Inclusion	<ul style="list-style-type: none"> Structure of Club Governance and Constitution ensures practical commitment to equality, diversity and inclusion (EDI). Club governance structure and guidelines have been reviewed and are fit for purpose in respect to EDI.

2. 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 £5,000.

CATEGORY	FUNDING AMOUNT	STANDARDS THAT MY CLUB MUST FOLLOW
Adult - FEMALE	£500 per Club	Full team participation in Scottish Rugby Leagues with 100% Teamsheet submission
Adult - MALE	£500 per Club	Full team participation in Scottish Rugby Leagues with 100% Teamsheet submission
Youth - BOYS	£500 per team Eligible teams: U13, U14, U15, U16 & U18	Full team participation in Scottish Rugby InspireSport Conferences & Regional competitions, with 100% Teamsheet submission.
Youth - GIRLS	£500 per team Eligible teams: U14, U16 & U18	Full team participation in Scottish Rugby InspireSport Conferences & Competitions & Regional Aspiring & Evolution events, with 100% Teamsheet submission.

3. PLAYER IMPROVEMENT FUNDING

Player Improvement funding is available to help Premiership and National 1 Clubs improve standards of play and develop a more professional infrastructure. This funding has been allocated to Coaching and Medical standards. Clubs may claim this funding if they meet the standards set out in the relevant appendices.

FUNDING AREA	AMOUNT	
Premiership (Men & Women) Medical	Up to £10,000	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 1.
Premiership (Men & Women) Coaching	Up to £5,000	Up to £5,000 may be available towards the Coaching Team, subject to the Club meeting the standards set out in Appendix 1.
National 1 (Men) Coaching	Up to £4,000	Up to £4,000 may be available towards the Coaching Team, subject to the Club meeting the standards set out in Appendix 1.

How to claim Player Improvement Funding

Coaching Standards

Scottish Rugby may make payment for Coaching standards by BACS transfer to a nominated bank account. Payment will be made automatically at the end of February 2025, as long as the standards set out in Appendix 1 are met. No claim is required by the Club.

Medical (Premiership only)

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

Claim Period 1 – 28 October 2024

Claim Period 2 – 23 December 2024

Claim Period 3 – 28 February 2025

Claim Period 4 – 28 April 2025

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.

4. TRAVEL SUPPORT

Long Journeys

If a club or school is required to fulfil a Scottish Rugby (league or cup) fixture with a return journey in excess of 149 miles on the mainland of Scotland, 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:

BETWEEN (MILES)	AMOUNT
Return journey of 150 miles to 249 miles	£250.00
Return journey of 250 miles to 349 miles	£350.00
Return journey of 350 miles to 599 miles	£500.00
Return journey of 599 miles or more	£600.00

School & Youth Multiple Team Travel

If your club is travelling with 1-3 teams, the travel support available is as follows:

BETWEEN (MILES)	AMOUNT
Return journey of 150 miles to 249 miles	£250.00
Return journey of 250 miles to 349 miles	£350.00
Return journey of 350 miles to 599 miles	£500.00
Return journey of 599 miles or more	£600.00

If your Club is travelling with 4 or more teams, the travel support available is as follows:

BETWEEN (MILES)	AMOUNT
Return journey of 150 miles to 249 miles	£500.00
Return journey of 250 miles to 349 miles	£700.00
Return journey of 350 miles to 599 miles	£1,000.00
Return journey of 599 miles or more	£1,200.00

Travel to Scottish Islands

If a Club or school is required to fulfil a Scottish Rugby (league or cup) fixture, 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 SHETLAND, STORNOWAY & ORKNEY	
COMPETITION	AMOUNT
Adult	£5,500.00
School and Youth (U18s)	£4,000.00
School and Youth (U16s and below)	£2,400.00
School and Youth (U18s and below to Shetland only)	£4,000.00
School and Youth (U16s and below to Shetland only)	£4,000.00

TRAVELLING TO ARRAN, BUTE, COWAL, ISLAY & MULL	
COMPETITION	AMOUNT
Adult	£750.00
School and Youth	£600.00

Payment – Long Journey

Mainland Travel

Adult Travel Payment Process

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 2024.

Please note, for those competitions whereby a split competition format has been introduced payment will be made by the end of October 2024 where the fixtures are known. Payment for those fixtures following the split will be paid at the end of the season in May 2025 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>.

Youth Travel Payment Process

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 by the end of January 2025 for Inspiresport Conference and National Cup fixtures played. Payment for fixtures following January 2025 will be paid at the end of the season in May 2025.

Island Travel Payment Process

Island Travel Payments will be made on receipt of a claim form and appropriate receipts. Island Travel Claims must be submitted to Scottish Rugby no later than one month after the fixture being played. In the event of a cancellation, the travel claim will be carried forward if the fixture is re-scheduled.

The Island Travel claim form is available to download here: <https://scottishrugby.org/Club-competitions>.

Stornoway, Shetland & Orkney Rugby Clubs – Travel Subsidy

To support the participation in adult and youth League competition fixtures, Scottish Rugby will make an upfront travel subsidy payment in October 2024 and February 2025, before a final payment in May 2025 for any remaining fixtures. This is 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.

5. 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 2024** 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.

6. PRO PLAYER REWARD SCHEME

When a player signs their first professional playing contract with Scottish Rugby (Glasgow Warriors, Edinburgh Rugby, or 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:

- Pro Team Academy Player - £100 per year for up to five years preceding the relevant professional contract;
- 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 prior to being awarded a professional contract with Edinburgh Rugby or Glasgow Warriors).

7. INSURANCE, REGULATORY & LEGAL & COMPETITIONS

Insurance, Regulatory & Legal & Competitions

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 Club's players at all levels of rugby (mini to adult, male and female), together with all the Club's coaches and other requested individuals, key contacts or office bearers.

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.

Player Education: Prior to the start of the competitive season, the Club shall positively promote the following topics to their player members and coaching staff:

- Concussion - based on the World Rugby [Concussion Guidance](#) and the [Scottish Sport Concussion Guidelines](#).
- Anti-Doping - based on [SDR 21.1 \(Anti-Doping\)](#).
- Illicit Drugs - based on [SDR 21.2 \(Illicit Drugs\)](#); and
- Anti-Corruption - based on [SDR 6 \(Betting and Anti-Corruption\)](#).

Note:

1. Scottish Rugby recommends that all participants in the game complete the following Scottish Rugby online training modules which are available free of charge which can be accessed [here](#):

- Concussion: Concussion Education for Scottish Rugby
- Anti-Doping: Clean Sport

and the following World Rugby online training module which is free of charge, accessed [here](#):

- Integrity: Keep Rugby Onside

2. 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.

Competitions

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

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 £25.00. 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

CLUB INVESTMENT FUND PROGRAMME STANDARDS TERMS AND CONDITIONS 2024-25

1.1 Definitions & Interpretation

1.1.1 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.

1.1.2 In this Agreement, unless the context otherwise requires:

1.1.2.1 words importing the singular include the plural and vice versa;

1.1.2.2 words importing any gender include all other genders;

1.1.2.3 words importing natural persons include corporations; and

1.1.2.4 any use of the word “including” shall not be limited by the words that follow.

1.1.3 Headings used in this Agreement shall not affect its construction or interpretation.

1.1.4 If there is a conflict between the terms or interpretation of this Agreement and the Appendix, this Agreement shall prevail.

1.2 Agreement

1.2.1 This Agreement shall apply in respect of the Season, subject to its terms.

1.2.2 The Club agrees to work collaboratively and in good faith with Scottish Rugby to discharge the Club’s obligations in accordance with this Agreement.

1.2.3 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.

1.3 Funding & Participation

1.3.1 The Club shall be entitled to receive the funding and to participate in competitions, provided that:

1.3.1.1 the Club has complied with and remains compliant with this Agreement and any criteria associated with any Funding;

1.3.1.2 Scottish Rugby has received all reports and information it has asked for from the Club; and

1.3.1.3 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.

1.3.2 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.

1.4 General Club Obligations

1.4.1. The Club must:

1.4.1.1 sign and return the Acceptance Form by no later than the deadline stated by Scottish Rugby;

1.4.1.2 only apply or use the Funding for the purposes set out in the Agreement;

1.4.1.3 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;

- 1.4.1.4 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
- 1.4.1.5 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.
- 1.4.2 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.

1.5 Impact of Breach of this Agreement

- 1.5.1 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:
 - 1.5.1.1 reduce the amount of the Funding and/or any amounts paid or payable to the Club under the Club Sustainability Award;
 - 1.5.1.2 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;
 - 1.5.1.3 withdraw or suspend the Club from any competition;
 - 1.5.1.4 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;
 - 1.5.1.5 terminate this Agreement in accordance with Clause 3.9.1. below; and/or
 - 1.5.1.6 apply any right, recourse, remedy or sanction otherwise available to Scottish Rugby under the Scottish Rugby Regulations.
- 1.5.2 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.

1.6 Confidentiality & Announcements

- 1.6.1 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.
- 1.6.2 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.
- 1.6.3 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:
 - 1.6.3.1 is or becomes public knowledge other than by breach of this Clause 3.6;
 - 1.6.3.2 is in the possession of the receiving Party before the date of receipt from the disclosing Party;
 - 1.6.3.3 is received from a third-party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - 1.6.3.4 is independently developed without access to the Confidential Information; or
 - 1.6.3.5 is required to be disclosed by court order of a competent jurisdiction, or by applicable law, or by any applicable regulatory body.
- 1.6.4 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.

1.7 Data Protection

- 1.7.1 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.
- 1.7.2 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.
- 1.7.3 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.
- 1.7.4 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.
- 1.7.5 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.
- 1.7.6 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>).
- 1.7.7 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 that it has obtained all necessary consents from relevant data subjects which may be required in respect of the same.

1.8 Warranties & Liability

- 1.8.1 The Club warrants, represents and undertakes to Scottish Rugby that:
- 1.8.1.1 it has and will have at all times the full authority and capacity to enter into and perform this Agreement;
 - 1.8.1.2 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;
 - 1.8.1.3 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
 - 1.8.1.4 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.
- 1.8.2 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.
- 1.8.3 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.
- 1.8.4 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.
- 1.8.5 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.

1.9 Termination

- 1.9.1 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.
- 1.9.2 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).
- 1.9.3 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.

1.10 General

- 1.10.1 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.
- 1.10.2 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.
- 1.10.3 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.
- 1.10.4 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.
- 1.10.5 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.

APPENDICES

Appendix 1 - Player Improvement Fund

LEAGUE	COACHING	VIDEO ANALYSIS
Premiership (Men & Women)	<p>Head Coach = minimum Advanced Coaching / Level 3 qualification (attained or working towards).</p> <p>Assistant Coaches = minimum Aspiring Coaching Programmes / Level 2 qualification (attained or working towards).</p> <p>Attendance at pre-season coaching workshop on Sunday 4 August at Napier University.</p>	<p>Filming of all league matches to the below standards:</p> <ul style="list-style-type: none"> Filmed from an elevated position in HD quality from half-way line using a digital video camera (VEO footage cannot be used). Sennheiser Microphone unit attached to camera to capture referee audio. Continuous recording of each half – no stoppages for breaks etc. Footage uploaded to Coach Logic site by no later than 9am on the Monday morning following the match. <p>Please get in touch with Calum Johnston at calum.johnston@sru.org.uk if you have any questions.</p>
National 1 (Men)	<p>Head Coach – minimum Advanced Coaching / Level 3 qualification (attained or working towards).</p> <p>Attendance at pre-season coaching workshop on Sunday 4 August at Napier University.</p>	

Appendix 2 - Medical and Physiotherapy Standards – Premiership Only (Male & Female)

Medical and Physiotherapy Standards

Clubs with teams participating in the Premiership 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. For consideration Emergency drugs such as (Adrenaline 1:1000 autoinjectors x2 (anaphylaxis), Glucose gel 50% and Adrenaline 1:10000 for injection (cardiac arrest))
- d. A Frac Pack (aka box splint), vacuum splints and crutches
- e. Oxygen for use in serious injuries
- f. An Emergency Action Plan for their venue see [Player Welfare Action Plan](#)

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 Head of Medical Operations (richard.wood@sru.org.uk) with your requirements.

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 sign 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 Head of Medical Operations (richard.wood@sru.org.uk) 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. Pitchside Care Medical Standards

- If required, Clubs must name the person they wish to attend the SCRUMCAPS level 2 course. This may be a physiotherapist, sports therapist, doctor, advance nurse practitioner, nurse, paramedic, dentist or any other AHP (Allied Health Professional).
- 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 the Head of Medical Operations at Scottish Rugby (richard.wood@sru.org.uk).
- SCRUMCAPS 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 the Game Development Team at Scottish Rugby (training.education@sru.org.uk).

3. Medical Staff

- a) A doctor at all league and cup 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 level 2 or pay for an equivalent suitable sports trauma/first-aid course such as those run by the SFA or RFU, WRU or IRFU.

Where a doctor for the home team is not available, the following options should be considered.

- i. Away Team Doctor asked to cover the fixture – Fees covered by the home team.
 - ii. A suitably trained health care professional to attend and support the home team physio to carry out specialised medical duties, such as, stitching of wounds or prescribing of medication and extrication of players from the pitch.
 - iii. If condition 1 or 2 cannot be met, a risk assessment is carried out and amended based on the medical staff available.
- b) A physiotherapist or sports therapist for all home and away fixtures and at a training session on a Thursday evening. The physiotherapist or sports therapist should be registered with the Health and Care Professions Council (or have an alternative professional indemnity insurance provider) and have a suitable pitch-side level 2 first aid qualification.

- c) The physiotherapist or sports therapist must provide handovers regarding Scottish Rugby contracted players to the relevant Scottish Rugby medical staff (from whom they will receive the same each week).
- d) A SCRUMS injury report must be completed online within 48 hours for any player that has;
- i. An injury requiring referral for further care e.g., to Hospital for further treatment or investigation or to GP etc. for ongoing management
 - ii. An injury that is treated internally by the team physio or team doctor
 - iii. A concussive injury
 - iv. A catastrophic injury
- e) In exceptional circumstances, and with prior notice, Scottish Rugby can arrange for doctors, physiotherapists, or sports therapists to cover one-off matches. These staffing costs will be deducted from the relevant Club's payment allocation. Please contact Head of Medical Operations (richard.wood@sru.org.uk) to arrange.

Medical Protocols – Scottish Rugby Professional and Senior Academy Professionals

Clubs with teams participating in the Premiership must comply with this protocol, which relates to the transfer of player care between Scottish Rugby and the Clubs with teams participating in the Premiership to which they play for. It intends to ensure care standards are established for the safe management and therefore mutual benefit of Clubs with teams participating in the Premiership 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 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 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 or sports therapist 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, sports therapist or doctors should communicate directly with the Scottish Rugby medical teams to hand over any management strategies required for participation and ensure continuity of care.
- SCRUMS injury reports 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 several 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:

- Clubs with teams participating in the Premiership cannot provide appropriate medical staff, as per the standards in the Premiership agreement. This also includes staff who may not be skilled to undertake a required intervention for a player to allow safe participation in training or a match. This includes Tuesday evenings, which do not currently require Premiership teams to provide staff of suitable standard in terms of the Premiership agreement - if these medical staff are not appropriately skilled to provide the required level of medical care, players will not be released.
- Clubs with teams participating in the Premiership 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. Anti-Doping Standards

- 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 prior to the start of the new season.
- It is the Team Manager's responsibility to ensure all players have completed this.

Appendix 3 - 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 2024-25. 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 2024-25 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	<input type="text"/>	
President's Name	<input type="text"/>	
President's Signature	<input type="text"/>	Date <input type="text"/>
Secretary's Name	<input type="text"/>	
Secretary's Signature	<input type="text"/>	Date <input type="text"/>

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.

SCOTTISH RUGBY

SCOTTISH GAS MURRAYFIELD EDINBURGH EH12 5PJ | 0131 346 5000 | scottishrugby.org