

SCHOOL PARTICIPATION AGREEMENT

Season 2024-25



CONTENTS

Foreword		3
1.	School Participation Agreement Standards	4
2.	Travel Support	6
3.	Regulatory & Legal & Competitions	8
4.	School Participation Agreement Standards Terms and Conditions 2024-25	9
5.	Acceptance Form	11

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 Participation Agreement 2024-25 and discuss with the relevant people in your school before confirming you accept its terms by returning a signed acceptance form (Section 4) before 31 October 2024 to rugbydevelopmentadmin@sru.org.uk.

Please be aware that payment of any money under the Schools Participation Agreement 2024-25 is triggered by fulfilment of the terms of the agreement and not the return of the acceptance form alone. To continue your participation in rugby in Scotland and to be eligible for funding, your School must meet the standards set out below and accept and comply with the terms and conditions attached to those standards.

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 Participation Agreement please do not hesitate to contact your Regional Manager.

Yours sincerely

Gavin Scott

Director of Rugby Development

1. SCHOOL PARTICIPATION AGREEMENT STANDARDS

The standards below represent specific compliance and operational standards that your School should aspire to meet for season 2024/25 in order to operate in a safe and responsible way. Schools will receive up to £2,500 if they meet the criteria outlined below.

CATEGORY	CRITERIA	EVIDENCE
Player Welfare	Serious Injury Reporting	Schools follow the Serious Injury reporting procedure, which can be accessed here: PLAYER WELFARE ACTION PLAN
	Concussion Management	 Schools 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: First Aid cover & equipment Access to a telephone Clear access for an ambulance
	Age Banding	 Schools must follow and promote Scottish Rugby Age Banding policies and process. Click here for <u>AGE BANDING</u>
Safeguarding	Safe Recruitment	 School 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. School must follow safe recruitment practice OUTLINED HERE.
	Child Protection Officer	 Any School with Youth activity must have a Child Protection Officer (CPO) or School official equivalent registered on SCRUMS and visible on School's website/social media. School must ensure the CPO or equivalent performs Scottish Rugby's required processes and procedures. Click here for the CPO HANDBOOK The School CPO or equivalent completes safeguarding training every 3-years.
	Safeguarding Policies	 Schools must operate and have an easily accessible Safeguarding Policy visible via their website. Templates can be found here: <u>SAFEGUARDING POLICY</u> Newly appointed Committee/Board members should complete sportscotland Child Wellbeing & Protection in Sport e-learning module <u>FOUND HERE</u>

CATEGORY	CRITERIA	EVIDENCE
Coaching	Active Coaches	 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	• 100% of Active Coaches complete RugbyRight by 31 October 2024.
Match Officials	Match Official Recruitment	 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.
Demonstrating Good Practice	Schools to actively promote mental wellbeing best practice to support players, coaches, staff and volunteers	Delivered through Curriculum for Excellence and assosiated school wellbeing policies.
Male Youth - Playing Opportunites	Participation in Scottish Rugby competitions 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 other Competitions. 100% teamsheet submission Compliance with all Competition Rules and Regulations. All players must be registered on SCRUMS before they take part in their first match. Teamsheets and results must be submitted by deadlines set out within competitions rules/operating proceedures.

2. TRAVEL SUPPORT

Long Journeys

If a 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 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 School 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 School 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

Payment - Long Journey

Youth Travel Payment Process

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. 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 by the end of January 2025 for inspiresport schools Conference or Schools Cup fixtures played. Payment for fixtures following January 2025 will be paid at the end of the season in May 2025.

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.

3. REGULATORY & LEGAL & COMPETITIONS

Regulatory & Legal & Competitions

Regulatory & Legal

Registration Requirements: Comply with any and all of Scottish Rugby's requirements in respect of SCRUMSnor any other relevant Scottish Rugby registration systemnandnprovidenaccuratenandnup-to-date information in respect of the same. This must include registering (or procuring the registration) of all the School's players at all levels of rugby (mini to adult, male and female), together with all the School's coaches and other requested individuals, key contacts or office bearers.

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

- Concussion based on the World Rugby <u>Concussion Guidance</u> and the <u>Scottish Sport Concussion</u> <u>Guidelines</u>.
- 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 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

Competitions

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

In respect of Scottish Rugby Schools and Youth competitions 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;
- 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 School fail to submit a teamsheet fully, accurately or on time (within, 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.
- 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.

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 School have failed to adhere to the Rules and Regulations.

4. SCHOOL PARTICIPATION AGREEMENT STANDARDS TERMS AND CONDITIONS 2024/25

1. Definitions & Interpretation

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

"Agreement" means the 2024/25 Schools Participation 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 Limited, registered number SC132061 with its registered office at Murrayfield Stadium, Edinburgh, EH12 5PJ; and

"Terms" means these terms.

2. Data & Confidentiality

- 2.1 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.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 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).
- 2.7 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.

- 2.8 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.
- 2.9 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.
- 2.10 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.

3. Liability

- 3.1 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.
- 3.2 Scottish Rugby's maximum liability to you under the Agreement will be limited to the amount of the Funding paid to you.
- 3.3 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.

4. General

- 4.1 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.
- 4.2 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.
- 4.3 The Agreement forms the entire agreement between the Parties in relation to its subject matter and supersedes any previous negotiations, communications or arrangements.
- 4.4 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.
- 4.5 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.
- 4.6 The Parties are independent contracting parties. Nothing in the Agreement will be construed as creating a participation, 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.
- 4.7 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 Partiesirrevocably 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.

5. 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 school has read and hereby accepts the terms of Scottish Rugby's **School Participation Agreement** for season 2024-25. 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 2024-25 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	
Hoodtoochor's Signature	Data

