



CLUB INVESTMENT FUND

Season 2026/27



CONTENTS

FOREWORD	3
REWARDING TEAM PARTICIPATION	4
KEEPING THE GAME SAFE	5
EVOLVE PLAYER EXPERIENCE	7
BUILDING CLUBS OF THE FUTURE	8
SUMMARY OF PAYMENTS	10
ASSOCIATED FUNDING SUMMARY	11
CLUB INVESTMENT FUND PROGRAMME STANDARDS TERMS AND CONDITIONS 2026/27	14
CLUB ACCEPTANCE FORM	19

FOREWORD

Dear Club Secretary,

The Club Investment Fund for season 2026/27 continues to build on the framework introduced last season. To ensure consistency and continuity for clubs, there are minimal changes to the fund criteria but a few changes to the investment levels. As in previous seasons, the core purpose of the fund remains to **reward and support team participation** and all funding criteria within the investment fund will continue to be linked to team participation.

Key changes to note in the participation funding are:

- Team participation is now **£850 per team**
- **Mini participation**, will be funded through clubs submitting an end of season participation record in SCRUMS for all U11 & U12 male & female players who have engaged in training and/or game play for the 2026/27 season. Clubs will be able to submit this teamsheet from 1 March until 10 May 2027.

As always, minimum standards and club development criteria are embedded to ensure we continue to support a safe and well governed game, evolve the experience for our players and support to build clubs of the future.

Travel Support remains a key investment area through the Club Investment Fund and therefore we are pleased to confirm that for the season 2026/27 the travel framework will now provide funding to **all eligible return journeys over 50 miles**, expanding the mile range from 100 miles last season. This means more fixtures and shorter journeys will be supported through the funding framework.

Player Improvement funding for Premiership (M&W) and National 1 will remain unchanged for this coming season. In addition, the Women's National League will be eligible for Player Improvement Funding for the 2026/27 season.

To continue your participation in rugby in Scotland and to be eligible for all 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.

Please return signed forms to Rugby Development **by e-mail** no later than 31 August 2026: rugbydevelopmentadmin@sru.org.uk.

Yours sincerely

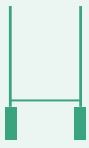
Gavin Scott

Director of Rugby Development

REWARDING TEAM PARTICIPATION

Clubs will be rewarded with £850 per team as outlined in the table below.

To receive the full funding amount per team, criteria within each of the sections below must be met.

 Adult Male (Max 3 teams)	 Adult Female (Max 3 teams)	 Youth Boys (U13, U14, U15, U16 & U18)	 Youth Girls* (U14, U16 & U18)	 Mini (Minimum 25 players registered P4/U8 and above on SCRUMS)
Maximum £850 per team / Mini section				
*Must meet minimum number of players per age group, in line with AGLVs. More information can be found here .				
Team Participation	Keeping the Game Safe	Evolve Player Experience	Building Clubs of the Future	
 Participation in Scottish Rugby Competition*	 Minimum Player Welfare Standards	 Minimum Coach Development Standards	 Minimum Club Development & Governance Standards	
 100% Teamsheet Submissions	 Minimum Safeguarding Standards	 Minimum Match Official Development Standards		
 100% Fixture Fulfilment				
Mini Rugby				
	Clubs to submit an end of season participation record in SCRUMS for all U11 & U12 male & female players who have engaged in training and/or game play. This teamsheet can be submitted from 1 March until the 10 May 2027.			
*List of eligible Scottish Rugby competitions are found here				

In order for clubs to be eligible to receive travel funding, the criteria within the four sections above must be met.

KEEPING THE GAME SAFE

The table below outlines the Keeping the Game Safe standards that all clubs must aspire to achieve throughout the 2026/27 season.

Scottish Rugby may follow up with clubs to check progress and support clubs to meet the standards below throughout the season. Criteria marked with a ☒ is monitored and must be evidenced through SCRUMS.

Failure to meet the standards may result in a reduction of participation investment at the end of the season.

 PLAYER WELFARE	
 Serious Injury Reporting	Clubs follow the Serious Injury reporting procedure, accessed here: Player Welfare Action Plan
 Concussion Management	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: First Aid cover & equipment Access to a telephone Clear access for an ambulance More information can be found here: Player Welfare Action Plan
 Age Banding	Clubs must follow and promote Scottish Rugby Age Banding policies and process. Click here for Age Banding
 Injury Surveillance Project	Premiership and National 1 (M&W) & Open Competition (U18 & U16) ONLY Each Club participating in the Premiership and National 1 (M&W) or Open Conference shall participate in any injury surveillance programme designated by Scottish Rugby. To satisfy this requirement, each Club must: - Appoint a nominated individual responsible for the collection and submission of injury surveillance data; - Record and submit injury and player exposure data in the format and timescales prescribed by Scottish Rugby; - Ensure that all data submitted is accurate, complete, and provided in accordance with any guidance issued in relation to the injury surveillance programme; - Cooperate with any audit, review, or verification process relating to the collection or submission of injury surveillance data; - Comply with all applicable data protection, confidentiality, and player consent requirements associated with the programme.



SAFEGUARDING



Safe Recruitment

100% of individuals in a regulated role must have the appropriate rugby PVG in place. This includes board/committee members who may not have direct contact with children but hold positions of power and influence over them. ☒

Clubs must follow safe recruitment practices. Guidance and resources [available here](#)



Safeguarding Officer

Any club with Youth activity must identify and appoint at least one Safeguarding Officer. They must be visible on club website/social media and registered on SCRUMS. ☒

Club must ensure SO performs Scottish Rugby's required safeguarding processes and procedures as outlined on [Scottish Rugby website](#)

SO must complete required safeguarding training every 3 years, including Introduction to Adult Safeguarding e-learning module ☒



Safeguarding Policies

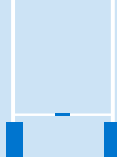
Clubs must operate and have an easily accessible Safeguarding Policy visible via their website. Templates can be found here: [Safeguarding Policy](#) ☒

Newly appointed Committee/Board members should complete Scottish Rugby's [Child Wellbeing & Protection in Sport e-learning module](#)

EVOLVE PLAYER EXPERIENCE

The table below outlines the Evolve Player Experience standards that all clubs must aspire to achieve throughout the 2026/27 season.

Criteria marked with a ☒ is monitored and evidenced through SCRUMS. Failure to meet those standards may result in a reduction of participation investment at the end of the season.

 COACHING	
 Active Coaches	100% of Active Coaches (of contact rugby) are Qualified 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 2026 ☒
 MATCH OFFICIALS	
 Active Match Officials	Clubs to submit referee information via the SCRUMS team sheet process upon completion of the fixture (new for season 2026/27)
 Contact Rugby Fixtures	All fixtures U13 should be officiated by a qualified referee (minimum ITMO or equivalent)
RUGBYRIGHT ☒	All qualified match officials complete RugbyRight by 31 October 2026

BUILDING CLUBS OF THE FUTURE

Club Development & Governance Standards

As part of the Club Investment Fund, we're asking Clubs to concentrate on a streamlined set of priorities that reflect the core principles of good governance and best practice. This refined focus is designed to ease the burden on volunteers while ensuring that Clubs are well-placed to grow and thrive in a sustainable way. The approach will be fully integrated with the support Clubs receive from Regional Teams through the established Club Development Planning and Transition & Retention processes.

8 PRINCIPLES OF GOOD DEVELOPMENT & GOVERNANCE STANDARDS



Structure

Clearly defined and allocated roles and responsibilities for Leaders and Volunteers promoting good governance and future proofing of the Club.



Policies & Procedures

Formal, visible documents accessible to membership and Scottish Rugby outlining how the Club operates.



Transparency & Communications

Open channels of communication informing members about decisions and objectives, committing to transparency in financial and operational matters.



Accountability

Mechanisms to ensure those in leadership positions are accountable for their actions and decisions.



Ethical Conduct

A commitment to upholding ethical (and where relevant, fiduciary) standards, including a visible set of values, diversity and inclusion.



Compliance

Adherence to relevant laws and regulations, including those related to SR's Governance and Investment policies, membership and employment.



Risk Management & Mitigation

Policies in place to protect Club Membership and identify and manage risks and liabilities (operational, financial, legal, safeguarding etc).



Whole Club Application

Min standards consistently applied across Club environments promoting and protecting the interests of adult and youth, male and female members.

BUILDING CLUBS OF THE FUTURE

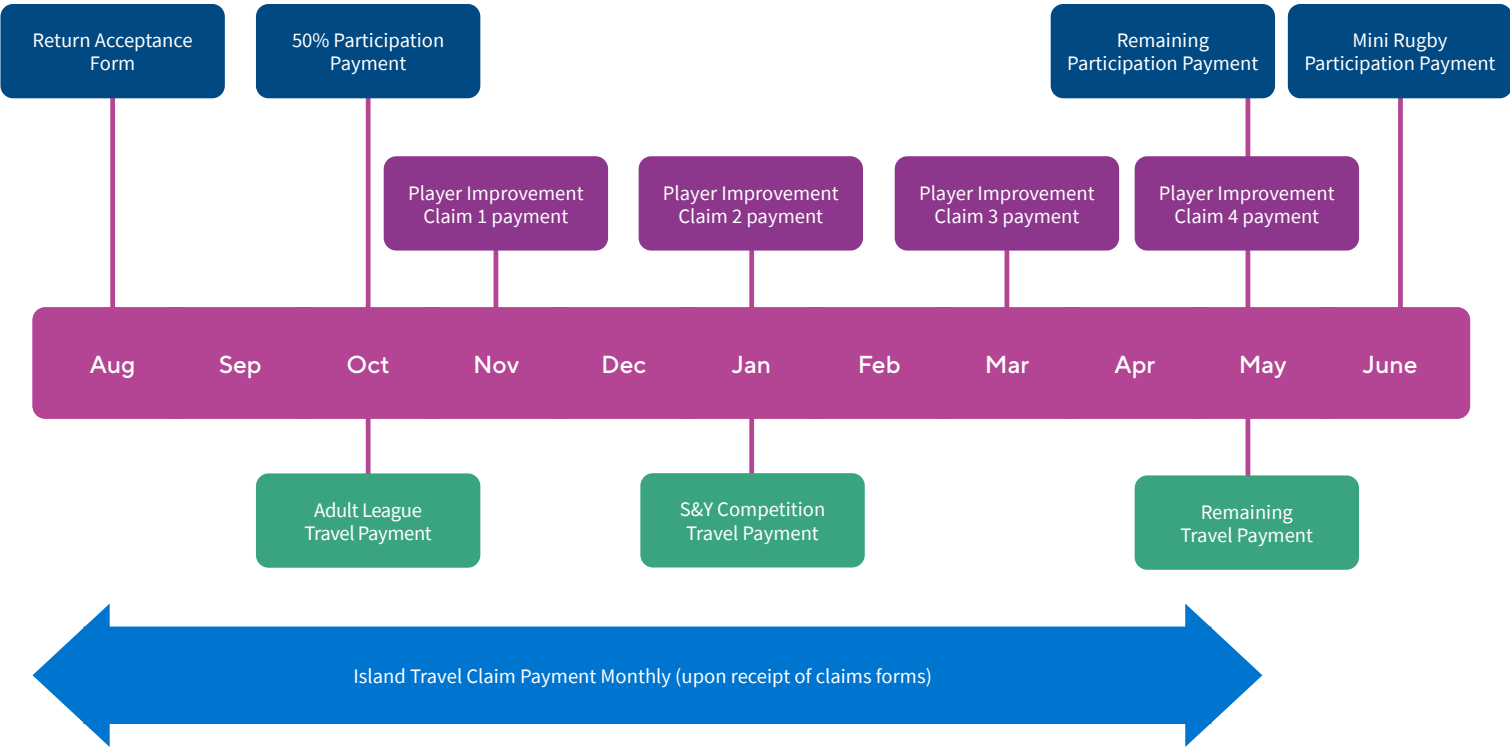
The table below outlines the Clubs of the Future standards that all clubs must aspire to achieve throughout the 2026/27 season. Scottish Rugby may follow up with clubs to check progress on and support clubs meet the standards below throughout the season. Criteria marked with a tick is monitored and must be evidenced through SCRUMS. Failure to meet the standards may result in a reduction of participation investment at the end of the season.

Focus	Club Action	
Club Development Planning	Club Handbook Template ✓	Club Development Plan POAP Club Structure Leadership Structure Key Contacts Volunteer Structure On-field Offering (T&R) Facilities Provision EDI Alignment Club Membership Information Key Club Policy List Volunteer Progression Community Engagement Club Communication Channels
	Rugby Matters Workshops	Supporting their Club Development Planning journey, Clubs should identify and attend, where appropriate, relevant Rugby Matters Workshops addressing key outcomes and challenges highlighted through the process Rugby Matters Workshops Club Governance Club Finance and Sustainability Volunteer Recruitment and Retention Marketing and Communications Positive Pitchside Behaviours Positive Conflict Management Legal Structure & Good Governance Club Sponsorship *Full list of available courses can be found HERE
Governance Standards	Club Legal Status Audited/Independently Secured Accounts	Legal compliance protecting and supporting Club Leaders/decision-makers Procedures & practices are in place evidencing oversight decision-making, processing and independent security of accounts?

SUMMARY OF PAYMENTS

Club Investment Fund Key Dates and Timeline

The below image provides a summary of key dates and club actions relating to the Club Investment Fund for the 2026/27 season. Click on the club actions below for further information



All payments are made on the last banking day of the calendar month
[Visit here for full Club Investment Fund Key Submission Dates, Deadlines and Payment Dates](#)

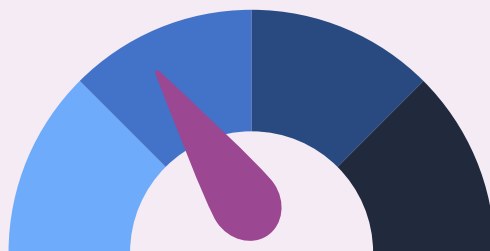
ASSOCIATED FUNDING SUMMARY

This page gives a quick summary of the additional funding available to clubs, providing the acceptance form is returned to us by the deadline and the minimum standards are met.

Please click on the Fund for more information.



**TRAVEL
SCHEME**
All Clubs



**PLAYER
IMPROVEMENT**
Clubs with Premiership
& National 1 teams only



**CLUB ACCIDENT
INSURANCE SCHEME**
All Clubs



**PRO PLAYER
REWARD SCHEME**
All Clubs

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	3. 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; - submit team sheets within 48 hours for all Schools & Youth Scottish Rugby Competitions; and - Eligibility for participation and travel funding is contingent upon teams meeting the minimum attendance requirements. Female youth teams will qualify for funding if they have played in 3 or more fixtures or events, with a minimum of 7 players selected on each team sheet.

CLUB INVESTMENT FUND PROGRAMME STANDARDS TERMS AND CONDITIONS 2026/27

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 at the end of the document;

“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 2002/58/EC; (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 Scottish Gas 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 2025-26 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 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.

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 2026/27. 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 2026/27 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 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