

**COLLECTIVE AGREEMENT**

**THE IRISH RUGBY FOOTBALL UNION**

AND

RUGBY PLAYERS IRELAND

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Made this      day of                      2019

**Between**

(i) The Irish Rugby Football Union having its registered office at 10-12 Lansdowne Road, Ballsbridge, Dublin 4 (the 'IRFU')

and

(ii) Rugby Players Ireland (formerly the Irish Rugby Union Players Association) having its principal place of business at Parkview House, Clonskeagh, Dublin 4 ('Rugby Players Ireland')

(each a 'Party, together the 'Parties')

**WHEREAS:**

- a. The IRFU is the national governing body in Ireland for the sport of Rugby Union and employs all professional players playing rugby in Ireland;
- b. Rugby Players Ireland represents professional rugby players contracted to the IRFU as well as Irish qualified professional rugby players playing their rugby outside Ireland and is duly recognised as such by the IRFU;
- c. The IRFU recognises Rugby Players Ireland as the sole and exclusive collective bargaining agent for all Players, and individuals who become Players during the term of this Agreement, with regard to all terms and conditions of employment;
- d. For the avoidance of doubt, this Agreement is intended to apply to Players only;
- e. It is intended that these Recitals are binding on the parties.

**PART I**  
**NATURE OF COLLECTIVE AGREEMENT**

**1. PRINCIPLES OF AGREEMENT**

- 1.1. The IRFU is charged with securing the future of the Game in Ireland, both professional and amateur.
- 1.2. The Players have a responsibility to achieve standards that are world class, both on and off the playing field.
- 1.3. There are a number of challenges facing the professional Game in Ireland and the Parties wish to recognise the need to align the Parties' interests and combine their respective strengths to secure the future of Irish rugby.
- 1.4. The relationship between the Parties as key stakeholders is paramount in order to secure the future of the Game.
- 1.5. Both Parties wish to agree an operational framework through the means of this Agreement that is good for all areas of the Game, affordable and improves the ability to keep players in Ireland.
- 1.6. The Parties have a number of mutual objectives which they wish to achieve through the means of this Agreement:
  - (i) Implement Plan Ireland as part of the Strategic Plan for Irish Rugby 2018-2023 which recognises the importance and primacy of the National team;
  - (ii) Ensure the Game is financially sound and sustainable;
  - (iii) Recognise and give value to commercial and sponsorship obligations;
  - (iv) Achieve a higher world ranking long-term, with recurrent competition success;
  - (v) Retain key home grown players;
  - (vi) Create a strong affiliation between the IRFU and the Players;
  - (vii) Collaborate and generate strategies to address the Game's current challenges in line with the Strategic Plan referred to at 1.6 (i);
  - (viii) Understand each other better through greater openness and communication;
  - (ix) Drive the Game in Ireland to new heights in both the amateur and professional sectors;
  - (x) Create a positive and unified public image for Irish rugby in the minds of the media and the supporters;
  - (xi) Develop a more structured and systematic approach to address issues as they arise and thus provide greater consistency and certainty for all concerned;

(xii) Recognise jurisdictional issues as between the Republic of Ireland and Northern Ireland that are present/may arise from time to time.

1.7 There is a need and desire to work together in a strong sense of partnership, openness and shared purpose.

1.8 In entering into this Agreement, the parties wish to develop and promote each other's aims

## 2. **INTENT AND PURPOSE**

2.1 The intent and purpose of the parties entering into this Agreement is to set forth their agreement on certain terms and conditions of employment of professional rugby players employed by the IRFU and represented collectively by Rugby Players Ireland for the duration of this Agreement.

2.2 Each of the parties acknowledges the rights and responsibilities of the other parties and shall use their best endeavours to carry out their respective obligations in full.

## **IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS**

### **3. DEFINITIONS, INTERPRETATION AND EXERCISE OF POWERS AND FUNCTIONS**

#### 3.1 Definitions

In this Agreement unless the context otherwise requires or unless otherwise specified:

Academy Contract means the contract entered into by the Player with the IRFU for the provision of the Employment Services to the Provincial Academy more particularly described in this Agreement and in the form exhibited at Schedule 8 hereto;

Anti-Doping Rules means the Irish Anti-Doping Rules of Sport Ireland as amended from time to time and which have been adopted by the IRFU as its anti-doping regulations;

Branch means one of the four Branches of the IRFU, namely Connacht Branch, Leinster Branch, Munster Branch and Ulster Branch, and whether incorporated or otherwise having a separate legal identity to the IRFU, which has



	responsibility for and authority over the Provincial Team to which the Player is assigned in accordance with clause 14, and which expression shall include, as the context may require, the Team Management for the relevant Provincial Team;
Charitable and Community Services	means community, benevolent and/or charitable activities undertaken under the auspices of the IRFU, including, without limitation, visits to hospitals and appearances for charitable organisations;
Coach(es)	means the person(s) responsible for training and selecting the Provincial, National Team and/or National Sevens Team for Matches and/or Tours;
Commencement Date	means the date referred to in clause 2 of each Player Contract;
Employment Services	means together Playing Services, Promotional Services, Game Developmental Services, Charitable and Community Services, media interviews, and associated travel provided and undertaken by the Player during his employment with the IRFU;
Fit to Play	means a Player has been certified, by an IRFU nominated doctor, as being fit to play a Match whether or not there is a Match scheduled;
Game	means the game of Rugby Union played in accordance with the Laws;
Game Developmental Services	means developing and promoting the Game under the auspices of the IRFU, including, without limitation, coaching and visits to schools and clubs when the provision of coaching and/or the promotion of the playing of the Game and welfare of players is the predominant purpose for such service(s);
IRFU	means the Irish Rugby Football Union its successors and assigns which expression shall include, as the context may require, the Branch, Team Management; or any person(s)

(other than Sponsors or Protected Sponsors) nominated by the IRFU to act on its behalf or with its authority in connection with any matter concerning or touching upon the provisions of this Agreement;

IRFU Capacity	means a capacity that makes use of the IRFU Indicia and/or the Provincial Team Indicia or that otherwise implies an association between the Player and the IRFU and/or the Branch and/or the National Team and/or the Provincial Team and/or National Sevens Team;
IRFU Indicia	means any and all logo(s), emblem(s), badge(s) or other image(s) associated with the IRFU, any trade mark(s) or other intellectual property right(s) owned by the IRFU, the phrases "Irish Rugby Football Union" and "IRFU", the National Team and National Sevens Team playing kit and other kit whose colour is considerably similar to same (including without limitation any green top), and any other symbol or identifying feature of the National Team, National Sevens Team and/or the IRFU;
IRFU Official Merchandise	means goods or merchandise produced, marketed or sold by the IRFU alone or in association with a Sponsor which is clearly branded as an official IRFU collection and which is produced, marketed or sold in a series of three items or more using different players' images on each such item;
Laws	means the laws of rugby union football as laid down by World Rugby from time to time;
Match	means a Game played by the National Team, a Provincial Team, a National Sevens Team or a Provincial Academy team against any other national, representative or other team;
Match/Tour Period	means the period from date of squad assembly before each Match/Tour to the time of dispersal after the Match/Tour, or such later time as shall be reasonably decided by the IRFU;
Match/Tour Squad	means collectively the Players from time to time selected

to play for the National Team, a National Sevens Team, or a Provincial Team, or being a replacement, in a Match/Tour as the context may require;

**National Coach** means the person appointed by the IRFU to be head coach of a National Team;

**National Team** means the senior Irish XV's rugby union representative squad. A reference to 'a National Team' shall include the National Sevens Team, as the context so requires for National Sevens Players;

**National Sevens Team** means either or both the senior Men and Women's Irish Sevens rugby union representative squads;

**Panel** means the IRFU panel of rugby union players from which Players may be selected for international or provincial matches from time to time;

**Personal Capacity** means where the Player promotes products and/or services as a private individual outside his IRFU Capacity. For the avoidance of doubt, the Player will be entitled to describe/portray himself as an Irish international and/or provincial professional rugby player, provided this does not involve the use of any IRFU Indicia or Provincial Team Indicia or create any association between the Player and the IRFU and/or the Provincial Team or involve the wearing of official IRFU or Provincial Team clothing or uniform or replicas of such clothing or uniform;

**Player(s)** means rugby players who are contracted under a Player Contract to provide Employment Services, as defined, to the IRFU;

**Player's Image** means the Player's name, nickname, reputation, personality, image and individual characteristics and attributes;

**Player Image Guidelines** shall have the meaning ascribed to it in clause 41.1;

Player's Image Rights	means the Player's rights (if any) in his name, nickname, reputation, personality, image and individual characteristics and attributes to the extent that they are protected by the laws of passing off, confidence, privacy or any other relevant rule of law;
Player Contract	means the applicable Senior, Academy or Sevens Contract entered into by a Player with the IRFU for the provision of the Employment Services more particularly described in this Agreement and in the form exhibited in the schedules hereto;
Playing Services	means attendance at and participation as required in Matches, Tours, training sessions, team meetings, residential training periods and other Match/Tour related activities and any Game Developmental Services specified by the IRFU, and all travel thereto and therefrom;
Pre-Season	The pre-season period determined by the Provincial Director of Coaching or National Coach, as applicable.;
Prohibited List	means the World Anti-Doping Code Prohibited List, the international standard for identifying prohibited substances and prohibited methods;
Promotional Services	shall have the meaning ascribed to it in clause 42.1;
Protected Sponsors	means the primary sponsors from time to time of the National Team and the team to which the Player is assigned, as set out in Schedule 1;
Province	means one of the Provinces of Ireland, namely Connacht, Munster, Leinster and Ulster approved by the IRFU to field a Provincial Team under the auspices of that Province's Branch;
Provincial Academy	means the academy of the Province to whom the Player is assigned to play by the IRFU in accordance with clause 14;
Provincial Director of	means the person appointed by the IRFU to direct

Coaching	coaching in a Province;
Provincial Team	means the senior representative XV's squad of the Province to whom the Player is assigned to play by the IRFU in accordance with clause 14;
Provincial Team Indicia	means image(s) associated with the Provincial Team and Provincial Academy team to which the Player is assigned and for whom the Player provides Playing Services, the name and any trade mark(s) or other intellectual property right(s) owned by the IRFU or that team's Branch in relation to that team, the Provincial Team and Provincial Academy team's playing kit and other kit whose colour is considerably similar to same (including without limitation any top of the same predominant colour as the Provincial Team and Provincial Academy team's playing jersey), and any other symbol or identifying feature of the Provincial Team and Provincial Academy team or their Branch;
Rest Day	means a weekly designated day off when the Player is not required to provide any Employment Services other than Promotional Services as provided for in this Agreement, is not a travel day or recovery day after a Match, and is a weekly rest break within the meaning of the Organisation of Working Time Act 1997, as amended;
Retainer Fee	means the retainer fee specified in the Player Contract;
Rugby Players Ireland	means Rugby Players Ireland (formerly Irish Rugby Union Players' Association), or such other association or body representative of professional rugby players as may be recognised by the IRFU from time to time for collective bargaining purposes;
Senior Contract	means the contract entered into by a senior national or provincial player with the IRFU for the provision of the Employment Services more particularly described in this Agreement and in the form exhibited at Schedule 7 hereto;
Sevens Contract	means the contract entered into by a national sevens

player with the IRFU for the provision of the Employment Services more particularly described in this Agreement and in the form exhibited at Schedule 9 hereto;

Sponsor(s)	means the sponsors (including Protected Sponsors), licensees, suppliers and other commercial partners (individually and collectively) of the IRFU and of the Branch from time to time as selected by the IRFU and/or the Branch in their absolute discretion;
Team Doctor	means the medical advisor appointed by the IRFU in relation to a National or Provincial Team;
Team Manager	means the person appointed by the IRFU to manage the administration of a National or Provincial Team;
Team Management	means, as the context may require, the National Coach or Provincial Director of Coaching, Team Manager, Provincial Team Management Committees, Team Doctor and any other person appointed by the IRFU to coach, train or manage the National or Provincial Team, as the case may be;
Termination Date	means the date upon which the Player's employment ceases either upon the expiration of the term of his Player Contract or in accordance with the provisions of clause 16;
Tour	means a series of two or more consecutive matches which are played by the National Team outside of the island of Ireland during a specified period, but excluding any Matches played as part of the Six Nations Championship. For the avoidance of doubt, the expression Tour shall include the participation by the National Team in any other tournament such as Rugby World Cup or other tournament as may be organised by World Rugby from time to time, in which the IRFU agrees to participate, irrespective whether any Match is played in the Island of Ireland but excluding any tour by the British and Irish Lions. For the avoidance of doubt a "Tour" will only relate to the National Team.
World Rugby	means the world governing body for the sport of rugby

union, an association of national Rugby Football Unions or Associations membership of which is governed by its Regulations and Bye-Laws;

## 3.2 Interpretation

In this Agreement unless the context otherwise requires or unless otherwise specified:

- 3.2.1 any reference to any statutory provision, or to any order or regulation shall be construed as a reference to that provision, order or regulation as extended, modified, replaced or re-enacted from time to time (whether before or after the date of this Agreement) and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom (whether before or after the date of this Agreement);
- 3.2.2 words denoting any gender include all genders and words denoting the singular include the plural and vice versa;
- 3.2.3 headings are for convenience only and shall not affect the construction or interpretation of this Agreement;
- 3.2.4 all sums of money referred to in this Agreement are in euro (€), save where specified otherwise;
- 3.2.5 a reference to this Agreement includes a reference to the Schedules;
- 3.2.6 a reference to any clause, sub-clause or Schedule is to a clause, sub-clause or Schedule of this Agreement

## 4. **APPLICATION**

- 4.1 This Agreement will apply to:
  - (i) The IRFU
  - (ii) Rugby Players Ireland
  - (iii) Each Player employed by the IRFU
- 4.2 The Parties warrant and represent to each other that each of them has full power and authority to enter into and perform this Agreement and in entering into and performance of this agreement does not contravene any contractual, legal or any other obligation of them whatsoever. This Agreement constitutes a legal, valid and binding obligation on the parties enforceable in accordance with its terms.

4.3 In circumstances where a Player has consented to be seconded or loaned to a third party team that is not a Provincial Team, as provided for in this Agreement, the terms of this Agreement will continue to apply during any such secondment or loan.

4.4 Exercise of Powers and Functions

In respect of any provision of this Agreement which imposes an obligation on the IRFU, that obligation may be fulfilled, as appropriate, by the Branch responsible for the Provincial Team to which the Player is assigned pursuant to clause 14, and any power, right or entitlement vested in the IRFU by any provision of this Agreement may, as appropriate, be exercised by that Branch.

4.5 Primacy of Participation Agreement(s)

Without prejudice to clause 4.4, in the event of the Player, at any time during the term of this Agreement, entering into a separate agreement with the organiser(s) of any tournament in which the IRFU has agreed to participate, which governs the Player's participation in such tournament ("Participation Agreement") and there is any ambiguity or inconsistency between such Participation Agreement and this Agreement and the Player Contract, then the provisions of such Participation Agreement shall prevail and take precedence over the provisions of this Agreement and the Player Contract only for such period as the Player is participating in such tournament.

5. **TERM**

5.1 This Agreement will be deemed to have come into force on the 1st day of July 2019 and will continue until 30 day of June 2023 (the Term).

5.2 The Parties shall use best endeavours to agree the terms of any renewal of this Agreement prior to the expiry of the Term.

6. **VARIATION**

6.1 No variation of this Agreement shall be valid unless it is in writing and signed by each of the parties hereto. In the event of unilateral changes imposed on the IRFU by World Rugby or other such bodies such as Six Nations or Pro14, the IRFU on written notice to Rugby Players Ireland may vary the affected terms of this Agreement to fairly reflect the relevant body's changes.

6.2 The parties recognise that circumstances may arise which make it desirable to vary this Agreement. A party seeking a variation must submit a written proposal to the other party outlining the reasons for the proposal. The parties must, wherever practical, meet within 14 days of service of this written notice with a view to considering and responding to the proposal. A variation must be made in writing and



signed by each of the parties hereto. A variation to this Agreement may not have any retrospective effect unless agreed otherwise.

**7. INTRODUCTION OF CHANGE**

7.1 The parties agree that where it is intended by one party to make a material change to its business, internal structures, or the manner in which the Game of professional rugby is managed and operated (the Proposing Party) such that it is likely to have a material effect on either the Players, a National Team or the Provincial Teams, the IRFU or Rugby Players Ireland (the Affected Party), the Proposing Party agrees that they shall notify and brief the Affected Party as soon as practicable. The parties shall then discuss such matters in good faith and the Proposing Party shall give due and proposer consideration to any counter proposals suggested by the Affected Party.

7.2 In such instances, the Proposing Party shall consult and confer with the Affected Party in relation to proposed changes and the likely effect that same may have on the Players, and shall meet as soon as reasonably possible in advance of implementation of said measures to discuss what actions could be undertaken to avert or mitigate the possible adverse effects of such changes, if any.

**PART II**  
**RELATIONSHIP BETWEEN THE PARTIES**

8.1 Rights and obligations of Rugby Players Ireland

In consideration of the promises, obligations and agreements of the IRFU under this Agreement, Rugby Players Ireland agrees to pay to the IRFU the amount of €1.00 on the date of this Agreement, receipt of which is hereby acknowledged.

8.2 Recognition

The IRFU recognises Rugby Players Ireland as having collective bargaining rights for the Players regarding their standard terms and conditions of employment and collective bonus arrangements but not, for the avoidance of doubt, in respect of the negotiation or agreement of the term of the Player's Contract, Retainer Fee or bonus arrangements personal to a particular Player.

8.3 Investment in Projects

The IRFU shall contribute funds to Rugby Players Ireland driven projects including the IRFU/Rugby Players Ireland Player Development Programme, and in particular the cost of employing Player Development Managers, in the amount and manner agreed between the parties.

8.4 Payment of Rugby Players Ireland membership subscriptions

Where a Player in writing authorises the IRFU to do so, the IRFU will deduct from the Player's remuneration the Player's annual Rugby Players Ireland membership fee, as advised to the Player, and shall forward such deducted membership fees to Rugby Players Ireland.

8.5 Access to players

- (i) The IRFU agrees to use its reasonable endeavours to ensure that a group of Players are allowed to attend and support official Rugby Players Ireland events such as the Rugby Players Awards Annual Dinner and Annual Rugby Players Golf Classic. Rugby Players Ireland shall be provided with reasonable access to meet with Players as a group, including during a Match and/or Tour Period, provided that Rugby Players Ireland shall give reasonable notice in all the circumstances, but in any event, not less than 3 days' notice of such meeting to the Provincial Team or National Team management.
  
- (iii) The IRFU accepts and agrees that Rugby Players Ireland shall have reasonable access to the Players as individuals for the purpose of providing its services to the Players provided that such access does not interfere with a Player meeting his obligations under this Agreement.

#### 8.6 Player time Conflict

Subject to the provisions of clause 8.5 (access to players) and clause 10 (collective dispute), Rugby Players Ireland acknowledges that in the event of any conflict between Player commitments to Rugby Players Ireland and to the IRFU, the IRFU commitment will take precedence save where the IRFU has issued its consent to Rugby Players Ireland using the Player in question in which case the Rugby Players Ireland commitment will take precedence.

#### 8.7 IRFU Indicia and Intellectual Property Rights

Where Rugby Players Ireland wishes to make reasonable use of any intellectual property owned by the IRFU including IRFU Indicia or Provincial Team Indicia in connection with any of its activities or events, it may only do so with the prior written consent of the IRFU's Commercial and Marketing Director and will clearly indicate that such use is by kind permission of the IRFU

#### 8.8 Commercial Arrangements

Rugby Players Ireland acknowledges and agrees that:

- (i) it will not enter into any new commercial sponsorship arrangements with third parties, who are competing organisations of the Protected Sponsors. The IRFU shall notify Rugby Players Ireland once it is able to do so of any new arrangements with existing Protected Sponsors, or new sponsors who may become Protected Sponsors, of any proposed restrictions which will apply to the IRFU or any of its Branches and by extension the Players.
- (ii) In situations where Rugby Players Ireland has entered into a new arrangement, or renewed a sponsorship, with a Sponsor without having received prior notification from the IRFU of any new arrangements contemplated by clause 8.8 (i), then in such circumstances the IRFU and Rugby Players Ireland shall use all reasonable endeavours to reach some reasonable accommodation in the circumstances.
- (iii) any personal appearances by Players on behalf of Rugby Players Ireland, will involve the Players acting in their Personal Capacity.
- (iv) no more than two (2) Players will be used at any Rugby Players Ireland event (with the agreed exceptions of the Rugby Players Ireland Rugby Players Annual Golf Classic, the Rugby Players Ireland Annual Rugby Players Awards Dinner. Other networking events or player development programme events organised by Rugby Players Ireland which may require the attendance of more than two Players shall first be notified to the IRFU for approval, such approval not to be unreasonably withheld or delayed. Where IRFU approval has been sought and no reply received from the IRFU within 3 days from the date thereof, then in such circumstances the IRFU shall be deemed to have

approved such attendance. Promotion/publication of these activities will be arranged outside of any National Match and Tour Periods in any event.

#### 8.9 Consultation on Key Appointments

- (i) It is agreed in principle that the IRFU should give consideration to Players' views and input into the recruitment of Team Management including coach, manager and support staff. The manner in which such input is to be provided shall be at the IRFU's discretion after consultation between the respective parties (the IRFU, Rugby Players Ireland and the Branches as the case may be) on a case by case basis.
- (ii) It is expressly acknowledged that the ultimate decision on the appointment of Team Management is for the IRFU or Branches as the case may be.

#### 8.10 Inspection of Contracts

The IRFU shall hold copies of all Player Contracts and at the written request of the Player shall make a copy his Player Contract available to Rugby Players Ireland.

#### 8.11 Regular Meetings

- (i) The chief executive officer of the IRFU or his nominee will meet with a representative of Rugby Players Ireland from time to time as required or as requested to discuss Player issues.
- (ii) Representatives of the Parties shall endeavour to meet from time to time (but no more than every six months). Those present from the IRFU shall include the IRFU CEO, the IRFU Performance Director and any other attendee that the IRFU may feel is relevant. Those present from Rugby Players Ireland shall include the Rugby Players Ireland CEO, the Rugby Players Ireland Chairman, and a group of approximately 3-4 senior players and any other attendee that Rugby Players Ireland feel to be relevant. The purpose of the focus group meetings is to promote greater understanding between the Players and the IRFU on professional rugby related matters.
- (iii) The IRFU and Rugby Players Ireland shall endeavour to meet from time to time as issues arise to discuss what variations, if any, may be required to address such issues and/or improve the operation of this Agreement.

### **9. REGULATION OF AGENTS**

- 9.1 The IRFU and Rugby Players Ireland agree that a Player Agent Registration Scheme shall be operated which shall be compulsory for agents who wish to act for Players in relation to the negotiation of contracts with any of the Provincial Teams and that the

Scheme shall be operated in conjunction with the RFU and the WRU, or as amended by agreement from time to time.

9.2 The Agent Registration and Rules shall form part of the IRFU Regulations. Any amendments to the Regulations are to be implemented by agreement between the IRFU, Rugby Players Ireland and the participating Home Unions.

9.3 The funding of the Home Union's Agent Scheme shall be agreed between the parties and shall be administered on a day to day basis by Rugby Players Ireland.

## **10. PRINCIPLES IN RELATION TO DISPUTE RESOLUTION**

10.1 In any collective dispute Rugby Players Ireland agrees on behalf of the Players that no collective action shall be taken or threatened unless the IRFU refuses or fails to follow the dispute resolution mechanisms set out at Clause 11 below, or as otherwise may be agreed in writing between the Parties to resolve a particular dispute. Rugby Players Ireland shall give seven (7) days' notice in writing to the IRFU of its intention to take collective action following such refusal by the IRFU.

10.2 The IRFU shall not take disciplinary action against any Player(s) in relation to any matter which constitutes a collective dispute unless Rugby Players Ireland or the Player(s) concerned refuse or fail to follow the dispute resolution mechanisms set out at Clause 11 below, or as otherwise may be agreed between the Parties in writing to resolve a particular dispute. The IRFU shall give Rugby Players Ireland seven (7) days' notice in writing of its intention to initiate its disciplinary procedure following such refusal.

10.3 For the purposes of this Agreement "collective dispute" means a dispute between the IRFU and at least three (3) or more Players which is connected with their employment or terms and conditions of employment (other than Retainer Fees or Player selection or non-selection for any team, squad or tour). Disputes between the IRFU and Rugby Players Ireland concerning the interpretation or operation of this Agreement are separate and are not intended to be covered by the provisions of this Clause 10, but shall be dealt with in the manner described in Clause 11.5 below.

## **11. DISPUTE RESOLUTION PROCEDURE**

11.1 Any collective dispute arising between the Players and the IRFU should first and foremost be resolved informally between the Players and Team Management, as appropriate. Every reasonable attempt should be made to resolve disputes with minimal disruption to the Players, Rugby Players Ireland, and IRFU.

- 11.2 If the matter cannot be resolved informally, then the matter will be escalated to be discussed between the Chief Executive of Rugby Players Ireland and the IRFU Chief Executive.
- 11.3 If a dispute cannot be resolved following direct discussion between Rugby Players Ireland and the IRFU, the Parties will attempt to settle it by mediation in accordance with the Mediation Rules of Sport Dispute Solutions Ireland.
- 11.4 Any dispute under this clause 11 which fails to be resolved by mediation, shall be decided by an arbitrator agreed by the Parties, or, in default of agreement, by an arbitrator appointed by the President for the time being of the Law Society of Ireland. The provisions of the Arbitration Acts 1959-1998 shall apply. Where such dispute is submitted to arbitration, the decision of such arbitrator shall be final and binding upon the Players, Rugby Players Ireland and the IRFU. Each Party hereby agrees to keep such mediation and arbitration entirely confidential.
- 11.5 It is the express intention of the Parties that the following are the agreed timeframes for the process described in Clauses 11.1-11.4 above and that failure by either party to adhere to such time frames shall constitute a refusal or failure by that party to follow the dispute resolution process:
- Clause 11.1: 14 days from the time of notification of the matter in dispute to the other party;
  - Clause 11.2: 14 days from the time that the time limit in Clause 11.1 has expired;
  - Clause 11.3: mediation to be established within seven days of the expiration of the time limit specified in Clause 11.2 and completed with 14 days thereafter;
  - Clause 11.4: arbitration to be established within 21 days of failure to mediate a resolution within the prescribed period.

It is acknowledged and agreed by and between the Parties that any of the time limits set out above may be extended by agreement in writing.

## **PART III**

### **CONTRACTS AND PROCESS**

#### **12. PLAYER ACKNOWLEDGEMENT AND LIMITATION OF IRFU'S LIABILITY**

The Player acknowledges and accepts that there are risks of injury (including serious injury) and death in the course of playing and training for the Game and voluntarily accepts such risk of injury or death. Any liability of the IRFU to the Player or his personal representatives for any injury or death shall be strictly limited to the provision of the benefits specified in clauses 27 and 28 of this Agreement and discharging the premia for the insurance cover specified in this Agreement, and accordingly, in no circumstances whatsoever, whether pursuant to contract, tort, statute or otherwise shall the IRFU have any liability for injury to or the death of the Player in respect of which liability the IRFU is not entitled to an indemnity under a policy of insurance maintained pursuant to the terms of this Agreement (except where such indemnity is refused mainly as a result of the neglect or default of the IRFU) and any such liability shall in any event be limited to the limit of any such indemnity to which the IRFU is entitled or may have been entitled but for the declinature of any claim for indemnity.

#### **13. CONTRACTING PROCESS**

13.1 As soon as practicable, but no later than 31 March of the year in which the term of the Senior Contract expires and 30 April and 31 May for Academy and Sevens Contracts respectively, the IRFU shall notify the Player of its intention to renew the Player Contract. Any notice of intention to renew pursuant to this clause, shall only oblige the IRFU to negotiate in good faith the renewal of the Player Contract, and shall not automatically entitle the Player to renewal of the Player Contract, either on its existing terms or otherwise.

13.2 At the request of Rugby Players Ireland, the IRFU shall use reasonable endeavours to provide to Rugby Players Ireland by no later than the applicable timelines outlined above a written list of:

13.2.1 all Players notified in accordance with sub clause 13.1 above;

13.2.2 all Players whose Player Contracts expire on or before the 30 June of that year and who have not received notification referred to in sub-clause 13.1 above; and

13.2.3 all Players whose Player Contract would have expired by the 30 June of that year but whose Players Contract has been renewed, together with the term of the renewal.

- 13.3 The IRFU shall furnish to the Player, within eight (8) weeks of receipt of his Player Contract duly executed by the Player, a copy of his Player Contract duly executed by the IRFU.

#### **14. PLAYER MOVEMENT**

- 14.1 The Player shall be assigned to play for and provide his services to the Provincial Team /Branch or such team as agreed between the Player and the IRFU prior to execution of his Player Contract. The Player acknowledges and accepts that it is the policy of the IRFU to have as wide a spread of playing talent across as wide a provincial base as is reasonably practicable in the interests of Irish rugby. Where the term of his Player Contract is for a period of more than one year, the Player acknowledges and agrees that he may be requested by the IRFU to transfer either temporarily or for the remainder of his employment by the IRFU, to any other Provincial Team to complete the full term of his Player contract. Any such transfer will be with the consent of the Player, which may be withheld at the absolute discretion of the Player.

- 14.2 In the event that the Player is requested by the IRFU to transfer to a Provincial Team other than the one to which he is currently assigned, the IRFU shall notify the Player in writing of such transfer request no later than the timelines outlined above in the season concerned, and the transfer, if consented to by the Player, will be effected at the end of that rugby season (i.e. end of June each year).

- 14.3 In the event that the Player is transferred pursuant to clause 14.2, the Provincial Team to whom the Player is transferred shall reimburse the Player for any reasonable vouched relocation expenses incurred by the Player.

#### **15 PLAYER CONTRACT CONFIDENTIALITY**

- 15.1 All Player contractual negotiations and documentation shared as part of that process between a Player, his agent (if any) and the IRFU are confidential between those parties save that details regarding same (particularly relating to the Player's remuneration) may be disclosed to a third party by the IRFU where such disclosure is compelled by law.

#### **16. TERMINATION**

- 16.1 The IRFU reserves the right to summarily terminate the Player Contract and dismiss the Player from its employment if the Player is guilty of gross misconduct, or has committed a serious breach of the terms of this Agreement or of any of the IRFU's policies, codes and regulations notified in writing and in advance to the Player from



time to time. Gross misconduct or serious breach of this Agreement or of any of the IRFU's policies, codes and regulations regarding performance and conduct, shall include, but not be limited to, the following;-

- accepting a bribe;
- failing to report any attempt to bribe;
- failing to report any attempt to induce the Player to agree not to play to the best of his ability;
- failing to obey, whether under protest or otherwise, a reasonable direction of the IRFU relating to training for or playing the Game, or in respect of carrying out any of his obligations to the IRFU pursuant to this Agreement;
- being guilty of any form of conduct which brings the IRFU, the Game or the Player into disrepute;
- persistently failing to fulfil his obligations as set out in this Agreement;
- failing, without reasonable cause, to attend and/or undergo any medical examination and/or treatment and/or fitness examination reasonably required by the IRFU;
- knowingly or intentionally supplying to another player any substances included in the Anti Doping List as amended from time to time;
- being found by the Irish Sport Anti-Doping Disciplinary Panel, the Irish Sport Anti-Doping Appeal Panel, the Court of Arbitration for Sport or any competent authority to have committed a violation of the Anti-Doping Rules and received a ban;
- being convicted of a criminal offence (other than an offence under the Road Traffic Acts not involving a custodial sentence (whether or not suspended));
- directly or indirectly betting or gambling on the outcome of any Match or series of Matches in which he plays or is a member of the Match/Tour Squad.

16.2 Subject to the provisions of clause 28 (sick pay), the continuation of the Player Contract is subject to the Player meeting the requirements of and passing the IRFU's medical and fitness examinations from time to time, carried out pursuant to clause 18.2. Further subject to the provisions of clause 16.3, in the event the Player fails to meet and pass the said requirements and examinations and where the Player has no further entitlement to any payments pursuant to clause 28.3, the IRFU may terminate the Player Contract forthwith.

16.3 The IRFU must give the Player four weeks' notice in writing that it intends exercising its right to terminate the Player Contract pursuant to clause 16.2. The Player shall have the right to make submissions to the IRFU concerning his medical condition and/or fitness to fulfil his obligations, in particular to provide the Playing Services, prior to expiry of the four week notice period. Any dispute between the parties as to

the Player meeting the requirements of and passing the IRFU's medical and/or fitness examination(s) shall be referred to an appropriate independent expert nominated by the President of a suitable regulatory body in Ireland (hereinafter for the purposes of this clause 16 referred to as 'the President'), as deemed most appropriate in the circumstances by the IRFU medical advisors (at their absolute discretion, acting reasonably) for investigation and determination.

16.4 It is the express intention of the Parties that the following are the agreed timeframes for the process described in Clause 16.3 above:

Step 1: Within two weeks of receiving the notice, the Player will notify the IRFU that he disputes the determination made by the IRFU to terminate his Player Contract for failure to meet the requirements of and passing the IRFU medical and/or fitness examination(s) and that he wishes to make submissions in relation to same.

Step 2: within 10 weeks of the notification in Step 1, the Player must provide the IRFU with his contradictory medical opinion and findings ('the Submission').

Step 3: within 3 weeks of receiving the Submission, the IRFU will advise the Player if it accepts or rejects the findings therein.

Step 4: If the Submission is rejected, the IRFU medical advisors will immediately proceed to refer the matter to the President to nominate the independent expert.

Step 5: Nomination of the independent expert to investigate and determine the matter at issue between the parties is to be made by the said President within 7 days of the referral in Step 4;

Step 6: the nomination of the independent expert, and his/her investigation and determination, are to be carried out and made within 28 days from the time that the time limit in Step 5 has expired.

16.5 The Parties agree that any of the time limits set out above may be extended by agreement in writing and that the determination of the nominated independent expert regarding the Player meeting the requirements of and passing the IRFU's medical and/or fitness examination shall be final and binding on the parties. The player acknowledges and agrees to act in good faith and to progress any such dispute as expeditiously as possible.

16.6 Where the Player's entitlement to sick pay, as provided for in clause 28, has been exhausted and the process has not concluded then in those circumstances the Player shall continue to receive 25% of his retainer fee until the conclusion of the dispute. In the event that the Player is successful and the independent expert finds in the Player's favour, the Player will be reimbursed in full for any reduction in his retainer fee.

**PART IV**  
**MINIMUM TERMS AND CONDITIONS**

**17 APPLICATION**

- 17.1 By becoming a party to a Player Contract, a Player agrees to provide his Employment Services to the IRFU (including to any IRFU team to which he may be selected during the term of his Player Contract) in accordance with his Player Contract and with the provisions in this Agreement;

**18 CONDITIONS PRECEDENT AND MEDICAL FITNESS**

- 18.1 The Player acknowledges that the IRFU has relied upon all information provided by the Player to the IRFU prior to the date of his Player Contract, and warrants that he is under no restriction preventing him from playing, and is qualified to play, for a National and/or Provincial Team, as appropriate. Furthermore, the Player hereby consents to his medical records being furnished to the IRFU's medical advisors for the purpose of assessing his ability to enter into and fulfil his obligations under this Agreement and the Player Contract.
- 18.2 This Agreement is subject to the Player passing medical/fitness examinations and tests, as prescribed by the IRFU and conducted by IRFU appointed medical practitioners, in accordance to the terms and conditions herein.
- 18.3 In addition, at any time during the term of his Player Contract the Player may be required by the IRFU to submit to medical and/or fitness examination(s). The results of such examination(s) shall be disclosed to the IRFU and the Player and shall be confidential to the parties and shall not be revealed to third parties unless required by law or for the purposes of legal proceedings.

**19 RETAINER, MATCH FEE AND BONUS PAYMENTS**

- 19.1 During the continuance of his employment, the IRFU shall pay the Player the Retainer Fee specified in his Player Contract. All payments will be made in equal monthly instalments, in arrears. To enable the IRFU commence such payments, the Player shall provide to the IRFU the information specified therein.
- 19.2 In addition to the Retainer Fee, the Player shall be paid such bonuses or fees, including Tour fees, as may be applicable to the Player in respect of Matches or Tours, as set out in Schedule 2 and Schedule 14, as applicable, of this Agreement or as otherwise agreed between the IRFU and Rugby Players Ireland. The aforementioned Schedules are confidential and shall not be provided to a Player unless and until such time as they become applicable to that Player.

- 19.3. Where reasonably practicable, all payments due under clause 19 above shall be paid with the Player's Retainer Fee at the end of the following December, March or June as the case may be, or as soon as practicable after the Match to which the bonus or fee refers. A Tour fee will normally be paid in the month following the end of the Tour to which the fee relates or at the latest by the end of the next following month. For the avoidance of doubt, any such bonuses or match fees will only be applicable to Players that have been called up to a National Team or the Provincial Teams.
- 19.4 All payments made to the Player pursuant to this Agreement shall be subject to such income tax (PAYE), social welfare (PRSI) or such other deductions as may be required by law or as may be authorised by this Agreement.
- 19.5 The Player shall not be entitled to membership of any pension scheme or arrangement maintained by the IRFU for its employees. However, the IRFU will make available to the Player access to a Personal Retirement Savings Account maintained with a nominated service provider.

## **20 REIMBURSEMENTS AND DEDUCTIONS**

- 20.1 The IRFU shall bear all reasonable travel and accommodation costs incurred by a Player attending a National Team assembly, and for medical appointments (other than with the Team physiotherapist or doctor) as directed by the IRFU.
- 20.2 The IRFU shall reimburse a Player the cost of any item or product that the IRFU directs the Player to use but does not adequately provide to the Player either in quality, quantity, or at all. For the avoidance of doubt, the IRFU shall not be required to reimburse a Player if the Player elects to use a substitute for the item in accordance with the terms of this Agreement.
- 20.3 The IRFU shall not be entitled to deduct any payment from a Player's salary unless the deduction is provided for in this Agreement or is authorised in writing by the Player.

## **21 TRAVEL AND ACCOMMODATION**

- 21.1 At all times whilst acting in his IRFU Capacity, including while providing Employment Services and any other services under this Agreement, the Player agrees to travel by such means and with such travel provider as the IRFU may require; and
- 21.2 The IRFU shall bear all reasonable travel and accommodation costs attributable to the provision of his services pursuant to his Player Contract and this Agreement.

21.3 The IRFU shall use its best endeavours to obtain business class seating for the Player when travelling with the National Team for any Matches/Tours which take place outside of Europe. The IRFU shall use its reasonable endeavours to obtain business class seating for the Player when travelling with any other national or provincial squad where the organisers of any Match/Tour being held outside Europe have provided funding to the IRFU for travel arrangements to/from the Match/Tour. For the avoidance of doubt the provisions of Section 21.3 shall not apply to Sevens or Academy Players who have not been selected for the National or Provincial Teams.

## **22. PROVISION OF KIT**

22.1 The IRFU shall provide the Player with:

- (i) full playing kit, excluding boots;
- (ii) if reasonably requested by the Player, protective and supportive equipment, from the IRFU kit supplier;
- (iii) such other items of team uniform, training or leisure wear as may be deemed necessary or when it is desired to present a uniform team image.

Without prejudice to the provisions of clause 22.1(iii), if the IRFU's kit supplier does not manufacture or supply certain items of protective and/or supportive equipment, the Player may purchase same from alternative suppliers and shall be reimbursed by the IRFU for the cost of same except when the alternative supplier is a personal sponsor of the Player.

## **23 LEAVE**

23.1 In addition to statutory public holidays, the Player shall be entitled to 20 working days annual leave per year beginning on the Commencement Date, pro rata in respect of any service of less than one year. Players on the National Team Tour and British and Irish Lions Tour shall be entitled to 5 weeks annual leave. Any leave entitlement shall be taken at such time or times as approved by the Provincial Director of Coaching, Team Manager or a National Team Coach, as applicable.

23.2 The Player shall be entitled to take his entire annual leave in one block at the end of the rugby season. For the avoidance of doubt, if the Player is selected to play in any Match or Tour at the end of the season, he shall be entitled to take his block of annual leave at the end of the Match/Tour Period, which shall commence when the Player has either (a) returned to Europe with the Match/Tour squad or (b) in the event that the Player intends not returning to Europe with the Match/Tour squad, at the conclusion of the Tour, with the prior consent of the IRFU, if reasonably practicable.

23.3 During a calendar year in which the Rugby World Cup is played, the Player shall be entitled to take three weeks annual leave together but may take four weeks in one block, with the prior consent of the IRFU, if reasonably practicable.

23.4 Where the IRFU has agreed with the Player that he may take his annual leave entitlement on certain dates and the Player has had to cancel his holidays at the request of the IRFU, the IRFU shall discharge any costs incurred by the Player as a consequence of the cancellation and the Player shall be entitled to take the balance of his holiday entitlement elsewhere in the season.

## **24 PATERNITY LEAVE**

24.1 The Player shall be entitled on the birth of his child by his spouse or partner to a continuous period of paid paternity leave of two weeks.

## **25 SPECIAL LEAVE**

25.1 In the event that a spouse, co-habiting partner, or child of a Player requires serious and on-going medical treatment, the Player shall be entitled to make an application to the Team Manager for paid special leave.

25.2 The IRFU shall consider each application on an individual basis and each application shall be assessed on the particular circumstances including, but not limited to, the type of illness or injury suffered, the treating medical doctor's prognosis, the anticipated duration of treatment, and the level of immediate support enjoyed by the Player. The IRFU shall have absolute discretion in determining the outcome of the application.

## **26 COMPASSIONATE LEAVE**

26.1 The following arrangement regarding compassionate leave with pay shall apply to Players in the event of the death of a relative:

- (a) up to 14 days in the case of a spouse, co-habiting partner, or child or step-child;
- (b) up to 7 days in the case of parents or siblings;
- (c) up to 3 days in the case of grandparents or parents-in-law, or siblings-in-law; and
- (d) 1 day in the case of aunt, uncle, niece and nephew.

## **27 HEALTH, TRAVEL AND OTHER INSURANCE COVER**

27.1 The IRFU will pay for the Player the cost of provision of health insurance for specified plan(s) under a health insurance scheme with a service provider nominated by the IRFU, and activate health insurance cover for the Player's benefit, unless the Player produces to the IRFU by the 1 July of each calendar year a valid health insurance

policy for the forthcoming 12 months that is equal to or exceeds the IRFU health insurance scheme.

- 27.2 Therefore, in furtherance of clause 27.1, the Player will be provided with and shall complete and submit the relevant health insurance application form, if applicable, to Human Resources, IRFU, upon signing the Player Contract.
- 27.3 Should the Player fail to produce the required policy in accordance with clause 27.1 or submit the relevant health insurance application form in accordance with clause 27.2, the IRFU will write to the Player informing the Player of the default and allowing a further 14 days to remedy same. Should the Player fail to so remedy the default within the prescribed 14 days, then the IRFU, will issue a final written warning permitting a further 7 days to remedy the default. If the Player fails to remedy the default within that final 7 day period, then the IRFU at its sole discretion, may summarily terminate the Player's employment without notice. A copy of all notification letters shall be sent to Rugby Players Ireland at their time of issue.
- 27.4 The IRFU shall discharge any reasonable medical or dental expenses incurred by the Player (which are not covered by the health insurance schemes specified at sub-clauses 27.1 and 27.2, but excluding any medical or dental expenses which would have been covered under such schemes, but for the Player's default) arising out of any illness or injury directly attributable to the provision of Playing Services under this Agreement, subject to approval of treatment and hospitalisation required, if any, by appropriate medical advisors of the IRFU.
- 27.5 Regarding health insurance, for Players on a Senior Contract or Players who have been contracted to the IRFU for a period of more than 3 years on an Academy Contract or Sevens Contract:
- (a) that retire from playing the Game professionally and remain in Ireland, the IRFU shall continue to pay for health insurance for one year post retirement. The Player may continue the cover thereafter at his own expense; or
  - (b) that retire from the Game professionally and leave Ireland, the IRFU shall pay for health insurance for one year post retirement for an amount equivalent to the cost of the health insurance cover referred to at (a) above. Alternatively, the Player may accept this payment in the form of an allowance, if he so wishes upon the production of a valid health insurance policy; or
  - (c) whose contracts are not renewed and leave Ireland to play the Game professionally elsewhere, there shall be no further entitlement to health insurance save in exceptional cases and at the absolute discretion of the IRFU.



- 27.6 The IRFU will pay on behalf of the Player the cost of provision of personal accident insurance which, subject always to Underwriters terms and conditions, will provide the benefits specified in Schedule 4.
- 27.7 The IRFU shall maintain employers liability insurance cover in respect of its legal liabilities as an employer and for the limits of indemnity specified in Schedule 5.
- 27.8 The IRFU will pay on behalf of the Player the cost of travel insurance for the payment of medical and repatriation expenses, loss of luggage and of money incurred by the Player while travelling on a Tour or to/from away Matches, but subject always to underwriters terms and conditions of cover. Other than as specified in this Agreement, the IRFU shall have no other liability or obligation to the Player in respect of any loss or damage sustained by the Player, of whatsoever nature or howsoever arising, while travelling in performance of his obligations pursuant to the terms of his Player Contract and this Agreement.
- 27.9 It is the Player's personal responsibility to make any claim for benefit under the relevant policy of insurance.
- 27.10 Before 1<sup>st</sup> June, at the latest, each year, the IRFU shall arrange for a Rugby Players Ireland representative and an IRFU representative to meet with its brokers to discuss various issues that have arisen during the course of the previous 12 months in relation to the Game and the Players requirements from the various policies. Within twelve weeks of renewal of each of the personal accident and employers liability insurance policies each year and if so requested, Rugby Players Ireland shall be provided with copy schedules of same.

## **28 SICK PAY**

- 28.1 If the Player is incapable of performing his duties due to injury or illness he should notify either the Provincial Director of Coaching or relevant Team Manager, as soon as practicable on the first day of absence arising from such injury or illness. If the Player's incapacity carries on for three or more consecutive days, he shall submit (if required) a doctor's certificate in a form satisfactory to the IRFU.
- 28.2 If the Player is incapable of performing his duties due to injury or illness which has not been caused by the Player's provision of Playing or Promotional Services, which has been duly notified and certified in accordance with sub-clause 28.1, the IRFU shall continue to pay to the Player his full Retainer Fee for a maximum period of three months absence, and half the Retainer Fee for a further maximum period of three months absence. Provided however that if the Player is incapable of performing his duties due to injury or illness which has been caused by the Player's

provision of Playing or Promotional Services then the Player shall be required to undergo a medical review ('the Review') and thereafter the appropriate steps as more particularly set out in Schedule 3 shall be followed. For the avoidance of doubt, any medical review carried out by the IRFU during the period of continuous absence from that particular injury or illness or any consequential injury or illness arising from it that was conducted in accordance with the provisions of clause 28.3 may be considered as the Review.

28.3 The Review must have been carried out in the following manner, or as otherwise varied by agreement between the IRFU and the Player:

- (a) At the appropriate time in accordance with the applicable injury scenario set out in Schedule 3, an appointment shall be arranged by the IRFU for the Player to attend the IRFU's nominated doctor(s) ("the Medical Examiner(s)") for an assessment of his injury or illness;
- (b) The Medical Examiner shall carry out the assessment to determine the extent and likely duration of the injury or illness and will provide an opinion as to the likely date on which the Player will be Fit to Play should he receive appropriate medical treatment and comply with his rehabilitation programme (the "Determination");
- (c) The Determination shall be based on the medical examination and the professional opinion of the Medical Examiner;
- (d) In the alternative, the IRFU may in its reasonable discretion rely on the assessment of the Player's injury or illness as determined by the Player's medical specialist.

28.4 If a Player is not Fit to Play at the Commencement Date, it is agreed that in calculating the period of continuous absence for the purposes of payment of the full Retainer Fee pursuant to clause 28.2 and determining the time of review under clauses 28.2 and 28.3 the IRFU will be entitled to take into account the Player's period of absence immediately prior to the Commencement Date in addition to the absence following the Commencement Date.

28.5 Any payments provided to the Player by the IRFU pursuant to sub-clause 28.2 shall include any sick pay or similar benefits to which the Player is entitled by law, or pursuant to any private individual or group insurance policy (whether or not funded by the IRFU or by the Player personally) or third party policy (as referred to in sub-clause 28.8) and shall be reduced by the amount of any social welfare benefits recoverable by the Player, whether or not recovered and by the amount of any benefit payable under any insurance policy such that the total of sick pay, social welfare and insurance benefit payments shall not exceed the Player's full normal

Retainer Fee. The Player shall immediately notify the IRFU of any insurance policy benefits recoverable by him failing which the IRFU may, at its sole discretion cease any further sick pay until such time as the Player provides the information reasonably required by the IRFU.

28.6 In the event that the Player is incapable of performing his duties by reason of injury sustained wholly or partly as a result of actionable negligence, nuisance or breach of any statutory duty on the part of any third party, all payments made to the Player by the IRFU under this clause 28 shall, to the extent that compensation is recovered from that third party, constitute loans by the IRFU to the Player (notwithstanding that, as an interim measure, income tax has been deducted from payments as if they were emoluments of employment), and shall be repaid to the IRFU when and to the extent that the Player recovers compensation for loss of earnings from that third party by action or otherwise.

28.7 For the avoidance of doubt:

(i) where the Player is unable to provide Playing Services due to injury or illness the only payments which the Player will be entitled to pursuant to this Agreement, or any other contractual arrangement with the IRFU, are those set out in these clauses 28.2 and 28.3.

(ii) The Player shall reimburse to the IRFU any payments received by him pursuant to any policy of insurance where such insurance payment(s) represent reimbursement of expenses (whether medical, accommodation / overnight or otherwise) already discharged by the IRFU or for loss of income where no such loss has been incurred by the Player.

(iii) nothing in this clause 28 shall prejudice the right of the Player to statutory sick pay (if any) to which the Player may be entitled, provided however, that the payment by the IRFU of the Retainer Fee during any sickness absence shall include such statutory sick pay entitlement and will not be in addition to such entitlement.

(iv) the Player shall be deemed to be on sickness absence even when he is capable of providing Game Developmental Services, Promotional Services and Playing Services (other than participation as required in Matches) until such time as he is certified Fit to Play. In the event that the Player is no longer receiving his full Retainer Fee but continues to receive remuneration under clause 28.2 and Schedule 3, he may be required to provide such continued services to the IRFU as are reasonable and appropriate in all the circumstances after due

consideration, in addition to his undertaking whatever medical or fitness rehabilitation as may be required in order to become certified Fit to Play.

28.8 In the event that the Player suffers an injury or illness while playing the Game for a third party other than the IRFU (such as for example and without limitation the British & Irish Lions, the Barbarians, or any club with whom the player may be on secondment or short term loan), then payment for such absence will be dealt with in accordance with the provisions of the third party insurance policy in place at the time. Any shortfall between the third party insurance policy payments received by the Player or the IRFU and his sick pay entitlements provided for in Schedule 3 shall be met by the IRFU. Any period during which the Player is receiving payment under the third party insurance policy will run concurrently with the Player's initial six month period of continuous absence as referred to in Schedule 3. If the Player's absence extends beyond six months, then:

- (a) the IRFU will be entitled to undertake a Review in accordance with clause 28.2 and clause 28.3;
- (b) save in respect of any shortfall as referred to in this Clause 28.8 the IRFU will have no obligation to provide any sick pay for that injury or illness and in particular the IRFU will not be obliged to pay the minimum 25% Retainer Fee as referred to in Schedule 3 while the Player is receiving payment in accordance with the provisions of the third party insurance policy; and
- (c) the Player may continue to receive payments from the third party insurers directly (if so entitled under that policy) or through the IRFU for the full period covered by the third party insurance policy, if that period is greater than six months.

28.9 In the event that it is necessary for the Player to undergo any medical or surgical procedure in respect of an illness or injury, and there is a waiting period for such medical or surgical procedure, if the waiting period is less than four weeks, then such period will be deemed to fall within the normal period of sickness absence and will count towards the Player's initial six month period of continuous absence as referred to in Schedule 3. If the waiting period for such medical or surgical procedure is more than four weeks, then the waiting period in excess of the first four weeks will not count towards the Player's initial six month period of continuous absence as referred to in Schedule 3, provided the Player has made himself readily available for such medical or surgical procedure and the delay is not medically required or recommended given the particular injury or illness concerned.

28.10 The Player will continue to accrue an entitlement to annual leave whilst he is absent due an illness or injury, however, it will be within the sole discretion of the IRFU whether or not the Player may be permitted to take annual leave during any period of sickness absence. In the event that a Player is unable to take some or all of the annual leave accrued during a period of sickness absence following such absence, then the IRFU will make a payment in lieu of such accrued leave on the Termination Date.

## **29 MEDICAL FITNESS AND FACILITIES**

29.1 The Player warrants that he has disclosed to the IRFU prior to the signing of his Player Contract, any medical condition or injury of which he is aware and which could render him unavailable for selection for any Match.

29.2 The IRFU will provide and/or arrange appropriate medical/fitness backup for the Panel and any Match/Tour Squad. Where medical treatment is deemed to be urgent, it will be provided at local level at the cost of the IRFU, subject to the Player reimbursing to the IRFU any costs recoverable by the Player under a health/travel insurance scheme, or which would otherwise be recoverable by the Player under such a scheme but for his own default. The IRFU will be notified and briefed as soon as is practicable in all situations where an injury is such that it will require treatment/recuperation over a period in excess of one week. Where the Player is required by the IRFU to travel outside his local area for the treatment, he shall be reimbursed his reasonable travelling costs.

29.3 For the avoidance of doubt, the IRFU will only discharge the cost of any medical services or treatment required by the Player where the Player agrees to use the medical specialist(s) nominated by the IRFU, and undertakes the treatment specified by such medical specialist(s). In the event that the Player wishes to use an alternative medical specialist or treatment, or otherwise wishes to seek a second medical opinion, he may do so at his own cost and expense except when the use of an alternative medical specialist or treatment or the seeking of a second medical opinion has been agreed to in writing by the IRFU on the advice of its medical advisors.

29.4 Furthermore, should the Player not wish to avail of treatment for the illness or injuries in Ireland but rather avail of specialist treatment outside of Ireland, the Player shall first consult with a medical specialist nominated by Rugby Players Ireland, before making a formal request to the IRFU for such treatment, which the IRFU shall consider and determine acting reasonably and without delay.

- 29.5 The IRFU shall use its reasonable endeavours to arrange the attendance of suitably trained physiotherapy and/or first aid personnel at any pre-arranged contact training sessions in which the Player is participating and to make reasonably available to the Player first aid training.
- 29.6 The Player agrees to allow the IRFU and Rugby Players Ireland use his medical information (including injury history) for injury research and player welfare purposes on the basis that the information shall not be disclosed to any third party. In the event that such disclosure is required for the legitimate purpose of injury research and player welfare, the information shall be provided in such form and manner that the third party shall not be able to readily identify the Player.
- 29.7 The guidelines for the dissemination of information regarding Player injuries to the media are provided for in the Injury Reporting Framework at Schedule 12. The Player hereby agrees and accepts that the IRFU may disclose information regarding the Players injuries in accordance with the said guidelines.

### **30 EXIT MEDICALS:**

- 30.1 At the end of the Player Contract and his employment with the IRFU for whatever reason, the Player shall undergo a medical examination to ascertain what injuries or illnesses if any, including dental, the Player still suffers and the treatment required to remedy same. A full report of the medical examination set out in the standard exit medical form provided for at Schedule 11 shall be provided to the Player as soon as practicable and ideally within one month of the medical examination being conducted.
- 30.2 For Players who are retiring from the professional Game following termination of their Player Contract and where the injuries outlined in the exit medical are likely to require treatment for more than one year, in such instances a treatment plan to remedy the illness or injuries to an acceptable standard of recovery shall be determined by the IRFU appointed medical practitioners (acting reasonably) and such vouched costs of the required treatment not met by the IRFU health insurance scheme are to be reimbursed by the IRFU. The Player acknowledges and accepts that any such reimbursement by the IRFU will be conditional upon the Player complying with the advices set out in the treatment plan and undergoing any necessary surgical treatments as expeditiously as possible and in any event, where reasonably possible, within one year from the date of the cessation of his contract of employment. Furthermore, the Player undertakes to have his own private health insurance in place by the end of the one year treatment period.

30.3 For the avoidance of doubt, the IRFU's obligation under this clause 30 relate to illnesses or injuries, including dental, suffered during the course of providing Employment Services.

**PART V**  
**OTHER PLAYER BENEFITS**

**31. PLAYER PERSONAL DEVELOPMENT PROGRAMME**

- 31.1 The purpose of the Player Development Programme is to support education programmes, professional and/or vocational training policies as agreed between Rugby Players Ireland and the IRFU.
- 31.2 The Player shall meet with his Player Development Manager on at least two (2) occasions per season and shall fully support the Player Development Programme.
- 31.3 The Player shall be entitled to at least one half day per week that is not a Rest Day to allow the Player engage in the Player Development Programme. This half day shall, as far as reasonably possible, remain constant and the Player shall be required to undertake some form of personal development during this time.
- 31.4 The parties acknowledge and agree that where a Player is injured for a period that is greater than 4 weeks, that Player shall be referred to his Player Development Manager so that additional support - for example further education options, work experience, counselling - may be provided to the Player outside of the players physical rehabilitation programme.
- 31.5 In addition to the Player Development Programme the Player shall also be obliged to attend and participate fully in all agreed Player education programmes organised and agreed between the IRFU and Rugby Players Ireland.
- 31.6 It is agreed that the Branches shall support the Player Development Programme and shall refrain from competing with the programme.

**32. PLAYER DEVELOPMENT BOARD**

- 32.1 The Player Development Programme shall be jointly managed by Rugby Players Ireland and the IRFU under the direction of a committee to be known as the Player Development Board '(the PDB)'.

**33. MENTAL WELLBEING**

- 33.1 The IRFU and Rugby Players Ireland will ensure that every Player and every recent (within previous 3 years) retired Player will have access to a confidential employee counselling service; the arrangements for such access to be managed by Rugby Players Ireland.



- 33.2 The costs of this service for current Players will be met by the IRFU on the basis that the Player may access up to three private counselling sessions (with any additional sessions to be at his cost unless agreed otherwise) and for recently retired Players the costs will be met by the Player or Rugby Players Ireland.

#### **34 TICKETS AND FAMILY FACILITIES**

- 34.1 The IRFU shall provide for the Player, when a member of a Match Squad of the National Team, an allocation of home Match tickets as follows; 4 (four) complimentary stand tickets (in a prime location), together with an option to purchase a further 8 (eight) stand tickets (the location of which will be entirely at the discretion of the IRFU) at face value. In addition, the IRFU shall provide for the Player an allocation of 3 (three) stand tickets (the location of which will be entirely at the discretion of the IRFU) for away Matches in the Six Nations Championship.
- 34.2 When a member of a Match Squad of the Provincial Team, the IRFU shall make reasonable efforts to provide for the Player such allocation of home match tickets and car park passes (if any) as may be agreed with the Branch from time to time.
- 34.3 In addition, the IRFU shall allow access to official home after-match hospitality for two immediate family members of each Player in the Match Squad. For the avoidance of doubt the provisions of Section 34 shall not apply to Sevens or Academy Players who have not been selected for the National or Provincial Match Squads.
- 34.4 Where the IRFU provides the Player with match tickets, the Player shall not allocate any of the tickets made available to him by the IRFU otherwise than for his family, friends and associates and under no circumstances shall any of the tickets be sold for more than face value.

#### **35. TESTIMONIAL MATCH**

The Player agrees that no testimonial match may be organised by or for him, nor may he participate in such a match, during the term of this Agreement, without the prior written approval of the IRFU. Where the IRFU approves the Player's participation in such a match, it will be the sole responsibility of the Player to ensure that the organisers of the testimonial match have made appropriate provision in respect of insurance cover, as any injuries sustained by the Player during such a match will not be covered under the provisions of this Agreement, and in particular the Player shall not be entitled to any of the payments/benefits provided for by clause 28 for the duration of such injury.

### **PART VI**

## PLAYER OBLIGATIONS

### 36. PLAYING AND TRAINING

36.1 By becoming a party to a Player Contract, a Player agrees to:

- (i) provide his Employment Services to the IRFU (including to any Province to which he has been assigned) in accordance with his Player Contract and with the provisions in this Agreement;
- (ii) play the Game in a sportsmanlike manner, well and faithfully and to the best of the Player's ability and skill, and in accordance with the Laws;
- (iii) undertake and participate in all programmes devised for the Player or any Match/Tour Squads of which the Player is a member relating to and concerning training, fitness, any fitness programme, diet, injury prevention, treatment of injury, skills development and playing of the Game, and in connection therewith, obey all directions of IRFU appointed management, medical and fitness staff;
- (iv) act, dress, and behave appropriately at all times and not behave in any way or do anything which would bring the Player, the Province, the Game or the IRFU into disrepute;
- (v) play, if selected, for a National Team and/or for the assigned Provincial Team;
- (vi) play in any Games at such times and at such venues as the IRFU may reasonably direct;
- (vii) attend and participate in such training sessions, squad sessions, tournaments, squad meetings and assemblies as directed by the IRFU;
- (viii) make himself available for the whole of any Match/Tour Period if selected;
- (ix) disclose, in a timely manner, to appropriate medical advisors of the IRFU any illness, disease, disability, injury or other condition of which the Player is aware which might affect his physical condition or his performance as a professional rugby union player, in order to facilitate consultation and decision making at the appropriate level;
- (x) observe all health and safety rules and procedures of the IRFU and/or as required by law;
- (xi) be bound by and agree to comply with the Laws and any bye-laws and regulations of World Rugby and the laws and regulations of the IRFU in force from time to time and the rules and regulations (including as may be contained

in any Participation Agreement) of the organisers of any competition or tournament in which the Player is selected to play;

(xii) in relation to any Game and/or Match, abide by the decisions of the referee or other match official(s);

(xiii) not knowingly or carelessly engage in any activity, outside this Agreement, whether work or leisure, which involves any unnecessary danger or risk of the Player sustaining bodily harm/injury or disease;

(xiv) undergo testing as defined in the Anti-Doping Rules as required by the IRFU, the Sport Ireland, World Rugby, WADA or any other authorised body;

(xv) support club rugby.

36.2 without prejudice to the provisions of clause 29.3 and the Players entitlement to seek a second opinion, make himself available to attend and undergo any medical examination(s) and treatment(s) and/or fitness assessments when reasonably required by medical advisors nominated by the IRFU, the IRFU or Team Management regarding any illness, disease, disability, injury or other medical condition affecting the Player;

36.3 complete any medical history/disclosure document(s) as may be required by the IRFU and submit same to medical advisors nominated by the IRFU before the Commencement Date of his Player Contract;

36.4 The Player will comply with any decisions or directions of the IRFU, in regard to the fulfilling of his obligations pursuant to this Agreement and his Player Contract, and with anybody with authority to make decisions in relation to the Game or the Laws or in relation to any competition or tournament specified in sub-clause (xi) above, including, but not limited to, decisions or directions on payment of fines and compliance with any suspension or other disciplinary penalty;

36.5 The Player undertakes that he will not play the Game other than in fulfilment of his obligations to the IRFU under his Player Contract and the terms of this Agreement or by prior consent of the IRFU and he acknowledges and accepts that breach of this undertaking will constitute a fundamental breach of the terms of his employment hereunder which would entitle the IRFU to treat his Player Contract as having been repudiated by the Player such that the IRFU would have no further obligations to the Player pursuant to the terms of his Player Contract and this Agreement;

36.6 The Player undertakes that he will not, during the term of his Player Contract, play any other code of rugby football, nor play nor be involved in any other sport in a professional capacity.

**37 SELECTION DISCRETION**

- 37.1 The IRFU shall have absolute discretion in the selection, or non-selection, of the Player for any Match or Tour Squad.
- 37.2 Any decision arrived at by the IRFU concerning selection or non-selection of the Player shall be final and may not be appealed by the Player to any other party.

**38 WORKLOAD/MATCH SCHEDULE**

- 38.1 It is agreed and acknowledged by the parties that in order for the Players to attain optimum performance on a consistent basis, and to maintain their safety and welfare, it is necessary to carefully organise and manage Player workload. It is further agreed and acknowledged that it is for the IRFU to determine such workload in line with the intentions of this provision.

**39. PRE-SEASON BREAK:**

- 39.1 In addition to the other leave entitlements provided for in this Agreement, during Pre-Season, the Player may be entitled to either:
  - (a) one continuous week of leave; or
  - (b) two breaks of three consecutive dayswith the granting of such entitlement and applicable dates at the discretion of the IRFU.

**40. REST DAYS:**

- 40.1 It is also further recognised and acknowledged that the Players shall be afforded at least one Rest Day which is to be scheduled at the discretion of the IRFU acting reasonably. Any approach to require a Player to provide Employment Services (other than Promotional Services in accordance with this Agreement) on his Rest Day will be a breach of this provision and shall be reported to the IRFU for investigation whereupon, if proven, corrective actions taken to reasonably ensure it is not repeated.
- 40.2 During Pre-Season, where reasonably practicable, a Player shall be entitled to two consecutive Rest Days each week. For the remainder of the year, the Player shall be entitled to one Rest Day per week which for the avoidance of doubt shall not include a recovery day after a Match or a travel day.
- 40.3 The Player acknowledges and agrees that Rest Days provided to him during the course of the season are sufficient to discharge his entitlements to public holidays and weekly rest breaks in accordance with the Organisation of Working Time Act 1997.

**PART VII**  
**COMMERCIAL PROGRAMME**

**41     PLAYER IMAGE GUIDELINES**

41.1    For the purposes of this Agreement and the Player Contract, the Player's Image may only be used by the IRFU or a Sponsor in accordance with the "Player Image Guidelines" as set out in detail at Schedule 10.

**42     SUPPORTING THE IRFU AND THE COMMERCIAL PROGRAMME**

42.1    During the term of his Player Contract, the Player agrees to support the IRFU (and for the avoidance of doubt the Branches) and their respective commercial programmes by punctually attending and participating (individually (in the circumstances contemplated by clause 42.1.5) and/or jointly or collectively with other players from the Panel or from a particular Match/Tour Squad) in marketing and other promotional or commercial activities specified by the IRFU for the benefit of the IRFU, Sponsors and/or other third parties as determined by the IRFU, including but not limited to personal appearances, public relations events, pre-match and post-match functions, official presentations, official dinners, hospitality events, photographic, filming or recording sessions (for radio or television or other media appearances or otherwise), signing IRFU Official Merchandise (whether or not produced in association with a Sponsor or carrying a Sponsor's brand name or logo) and other items, live and/or recorded internet webchats, broadcast and/or recording sessions, Charitable and Community Services, visits by third parties to any training sessions or training activities, including all travel thereto and therefrom (any and all such services being referred to hereinafter as "**Promotional Services**"); provided always that:

42.1.1   the IRFU shall bear all reasonable travel and accommodation costs attributable to the provision of such services;

42.1.2   the Player shall provide such services only in his IRFU Capacity, and shall not be required to provide such services in his Personal Capacity;

42.1.3   The Player shall not be required to make any personal appearances from which it might reasonably be inferred that he is individually endorsing any Sponsor's products or services or which involve the handling or wearing of a Sponsor's products and the IRFU shall use its reasonable endeavours to ensure as wide a use, insofar as reasonably practicable, of members of the Panel, such that no player is used so frequently as to create a particular association in the public's mind of that player with any particular Sponsor;

- 42.1.4 the Player shall not be required to provide any service that might reasonably be said to bring him into disrepute or in respect to which he has a reasonable conscientious or religious objection;
- 42.1.5 the provision of Promotional Services to any Sponsors shall be undertaken in groups of three players or more, (except for post Match functions or post Match hospitality events when the provision of Promotional Services shall be undertaken in groups of two players or more) provided however that where the IRFU has used its reasonable endeavours to secure the availability of three (or two as the case may be) or more players and, through no fault of the IRFU, less than that number of players are available to provide the Promotional Services, the Player will nevertheless provide the Promotional Services as requested;
- 42.1.6 the Player shall not be required by the IRFU to autograph more than a total of 200 National Team and 200 Provincial Team jerseys and 250 rugby balls (of which 60 rugby balls will be autographed in his capacity as a National Team member) during each year of the term of this Agreement;
- 42.1.7 outside of any Match/Tour Period the Player shall only be required to make ten (10) personal appearances per annum on behalf of the Branch, whenever and wherever reasonably required by the Branch CEO, in respect of the Players obligations to perform Promotional Services;
- 42.1.8 in addition to the personal appearances specified in sub-clause 42.1.7, outside of any Match/Tour Period while a member of the National Squad the Player shall be required to make ten (10) personal appearances whenever and wherever reasonably required by the IRFU, in respect of the Players obligations to perform Promotional Services. For the avoidance of doubt, the Player shall make such other personal appearances as may be required by the IRFU during any Match/Tour Period;
- 42.1.9 for the avoidance of doubt the participation by the Player during a Match/Tour Period in any media appearances or interviews under the auspices of the IRFU solely to promote or comment on any championship, tournament, Match or Tour or the use of any photographs or recorded video clips of such media appearances or interviews, for the predominant purpose of promoting a championship, tournament, Match or Tour, will not constitute a personal appearance under sub-clauses 42.1.7 or 42.1.8.
- 42.2 For purposes of sub-clause 42.1.3 and by way of qualification to sub-clause 42.1.5, it is agreed that no individual endorsement of a Sponsor's products or services could

reasonably be inferred from (1) the mere fact of the Player's attendance, alone or with others, at Sponsor-related events; or (2) the use of the Player's Image in his IRFU Capacity in marketing or promotional material for a Sponsor's brands, products or services, where such use is combined with the use of images of similar prominence of at least two other players from the Panel or any Tour/Match Squad.

42.3 Outside these parameters, any dispute as to whether or not such individual endorsement may be inferred from a particular Promotional Service shall be resolved in accordance with the provisions of clause 70 of this Agreement. Pending such resolution, the Player shall provide the Promotional Service in question (under protest if necessary) and shall not threaten or initiate legal proceedings against the Sponsor(s) concerned.

42.4 To enable the IRFU to benefit as intended from the provision of the Promotional Services by the Player, the Player grants to the IRFU, during the term of this Agreement a royalty-free exclusive right throughout the world to:

42.4.1 use the Player's Image, strictly in accordance with the Player Image Guidelines, in any works or subject matter created prior to or during the term of this Agreement, for the purposes of advertising, marketing, promotions, any IRFU Official Merchandise or any other commercial activity carried on by the IRFU whether or not any such matters or commercial activity are carried on in association with or are sponsored by any Sponsor; and

42.4.2 Sub-license during the term of this Agreement any of the rights granted under sub-clause 42.4.1 to Sponsors of the IRFU.

42.5 The Player further grants to the IRFU a royalty free exclusive right to use, at any time in perpetuity following termination of this Agreement and throughout the world, any photographs or recorded images of the Player in his IRFU Capacity and to sub-license at any time the use of such photographs or recorded images to Sponsors in accordance with the Player Image Guidelines provided such Sponsors are Sponsors of the IRFU for the entire period of such sub-license. For the avoidance of doubt, photographs and recorded images of the Player in his IRFU Capacity can be used by the IRFU or its licensed Sponsors for commercial promotions and programmes.

42.6 At all times whilst acting in his IRFU Capacity, including while providing Employment Services, the Player agrees:

42.6.1 to wear only such clothing as is approved by the IRFU;

42.6.2 to travel by such means and with such travel provider as the IRFU may require; and

42.6.3 not to display any badge, mark, logo or other commercial or non-commercial message on any item of clothing or anywhere else on his person including any part of his body visible to the public, without the prior written consent of the IRFU. For the avoidance of doubt, whilst providing Playing Services, then unless prohibited by applicable competition regulations (for example the Rugby World Cup Participation Agreement) the Player shall be entitled to wear (1) rugby boots of his choice; and (2) protective equipment of his choice, provided always that, where the manufacturer of any such protective equipment is a brand/market sector competitor of any Sponsor, the Player undertakes to ensure that any and all branding (name, emblem, logo, distinctive features or colours) of the manufacturer of the protective equipment that he wears is obscured to the satisfaction of the IRFU, such that it is unreadable and unrecognisable at all times.

42.7 Before the commencement of each season, the IRFU shall endeavour to ensure that the IRFU website contains accurate details of its family of partners which may affect the Players' Promotional Services. Such details to include;

- (i) The names of the Sponsors and Broadcasters; and
- (ii) The products or services to which the Promotional Services relate;

42.8 It is recognised that Sponsors may be replaced or new Sponsors added during the course of a season that may require notification of changes to Rugby Players Ireland. The IRFU shall provide Rugby Players Ireland with details of the proposed changes giving as much notice as reasonably possible prior to any public announcement.

#### **43. OTHER PROVISIONS RELATING TO PROMOTIONAL SERVICES**

43.1 In programming the personal appearances and allocating same amongst the Players, the following factors shall be taken into account:

- (i) the equitable sharing of the work load of appearances amongst the Players;
- (ii) the varying periods of Player time involved in appearances and the different periods of time spent travelling to and from the location at which appearances are held;
- (iii) any relevant skill or attribute a Player has for a particular type of appearance;
- (iv) the training, playing and other commitments of the Players; and
- (v) a Player's reasonable cultural or religious beliefs and commitments.

43.2 A Player shall not be required to provide Promotional Services in the following instances:



- 43.2.1 On a Rest Day unless agreed to by the Player.
- 43.2.2 During a period of Leave
- 43.2.3 On or within 2 days prior to a scheduled exam date which forms part of the Player's Development Programme
- 43.2.4 During the dedicated 4 hours of personal/professional development time each week
- 43.2.5 Where providing the Promotional Services may unreasonably impact on the Player's ability to prepare for a Match

Provided always that the Player notifies the Marketing Department of the IRFU at least 3 days in advance of such commitments

43.3 Notification of Player appearances:

- (i) The IRFU shall give a Player as much notification as is reasonably possible of his requirement to make a personal appearance. The notification shall include the date, time, venue and nature of the appearance together with contact details of the relevant persons involved in managing the event. Upon request from Rugby Players Ireland, a copy of each notification shall be provided to Rugby Players Ireland at the end of the relevant quarter of that calendar year.
- (ii) In the event that a Player is prevented from fulfilling an appearance due to a direction of a Coach or Team Manager, or some reason outside the reasonable control of the Player, the Player will not be held responsible for the nonappearance nor will he be subject to disciplinary action provided that the Player will notify the IRFU as soon as reasonably possible of such direction or issue.
- (iii) Players who are undertaking tertiary studies shall not be required to provide appearances which fall on or within 2 days prior to scheduled exam dates which form part of his professional development programme provided that the Player will notify the IRFU as soon as reasonably possible of the exam and that authorisation has been provided by a Coach or Team Manager.

**44 PERSONAL COMMERCIAL ACTIVITIES**

- 44.1 The IRFU acknowledges that, subject to clause 44.2 below, the Player has the right to enter into his own personal commercial arrangements with third parties, excluding any third parties who are competitors of the Protected Sponsors, with whom the IRFU is precluded from entering into similar commercial arrangements under its agreement with those Protected Sponsors and provided that he does so only in his Personal Capacity and not in his IRFU Capacity.

44.2 To protect and preserve the exclusive right of the IRFU to the commercial benefits of the IRFU Indicia, the Provincial Team Indicia and the Player in his IRFU Capacity, the Player represents, warrants and undertakes as follows:

44.2.1 he has not prior to signature of this Agreement entered into, and he shall not during the term of this Agreement entered into, any commercial arrangement with a third party, which cannot be terminated by him on the giving of six months notice or less, if requested to do so by the IRFU; or that involves (A) the Player acting in his Personal Capacity for or in connection with any personal sponsor of the Player during any Match/Tour Period; (B) any exploitation, directly or indirectly, of the Player's IRFU Capacity, including but not limited to any use of the IRFU Indicia or the Provincial Team Indicia; (C) any association of any kind (including participation in the same advertising or other marketing campaign) with more than one other Panel, Provincial Team or National Team players other than on behalf of any Sponsor of the IRFU; or (D) any other feature from which an association between that third party and the IRFU or any Provincial Team might reasonably be inferred. Any dispute as to whether or not a particular arrangement respects these principles shall be resolved in accordance with the provisions of clause 70 of this Agreement. Pending such resolution, the Player shall procure that the part of the arrangement in dispute is suspended. For the purposes of any referral to arbitration pursuant to this clause 44, in the event that the arbitrator determines that the arrangement concerned does respect the principles set out at (A) to (D) of this clause and the Player has suffered any financial loss as a consequence of having to suspend the arrangement concerned, then the arbitrator shall have the power to award the Player compensation in respect of such loss as is just and equitable.

44.3 In order to facilitate coexistence between the IRFU's commercial programme and the Player's personal commercial programme and to ensure as far as possible the avoidance in advance of disputes;

44.3.1 the Player shall disclose to the Commercial and Marketing Director of the IRFU the identity of any party with whom he has agreed in principle or has already entered into commercial arrangements in his Personal Capacity and the expiry date of such arrangements, including any extensions or renewals of such arrangements as well as any new such arrangements that he enters into during the term of this Agreement, at the time he enters into them;

44.3.2 the IRFU shall disclose to the Player and Rugby Players Ireland the identity of any of its Protected Sponsors, the expiry date of its commercial arrangements with such Protected Sponsors and the restrictions referred to in clause 44.7

to which it is subject in its commercial arrangements with such Protected Sponsors. The current such details of Protected Sponsors are set out in Schedule 1 or as may be notified in writing to the Player from time to time;

44.3.3 For the six month period preceding the expiry date of the IRFU's commercial arrangements with any Protected Sponsor as notified to the Player, the Player must obtain the prior approval of the Commercial and Marketing Director of the IRFU, such approval not to be unreasonably withheld, before entering into any new personal commercial arrangements or renewing any existing arrangements. For the avoidance of doubt, approval can only be withheld where the IRFU is in negotiations with or has concluded a sponsorship arrangement with a new Protected Sponsor which would conflict with the Player's proposed personal sponsorship arrangements;

44.3.4 Otherwise than as provided for in clause 44.3.3, nothing in this clause 44.3 implies that the Player must obtain the consent or prior consent of the IRFU to the Player's personal commercial arrangements.

44.4 The Player undertakes that the existence and operation of the commercial arrangements referred to in clause 44 do not and will not harm the reputation or image of the Game, the IRFU, IRFU teams and/or teams falling under the auspices and/or sanction of the IRFU or IRFU competitions.

44.5 In the event of breach of any of the foregoing provisions of this clause 44 in connection with any such personal agreement(s)/arrangement(s), the Player agrees to terminate such agreement(s)/arrangement(s) and to indemnify the IRFU from the consequences of such termination. For the avoidance of doubt, any dispute as to whether a breach of the provisions of this clause 44 has occurred shall be resolved in accordance with the provisions of clause 70 of this Agreement and pending such resolution the Player shall suspend the personal agreement(s)/arrangement(s) in question.

44.6 The Player represents, warrants and undertakes that during the term of this Agreement or at any time thereafter he will not, or authorise any third party to;

- (a) exploit the Player's Image himself, or authorise or enable or allow any third party to do so, in relation to his IRFU Capacity;
- (b) authorise or permit or allow the use of any IRFU Indicia or Provincial Team Indicia in his own commercial or other activities;
- (c) directly or indirectly restrict or otherwise adversely affect the IRFU's or any Sponsor's exploitation of the Player's Image in accordance with clauses 42.4 and 42.5 above;

44.7 The Player further undertakes to bring to the attention of any personal sponsors his obligations to the IRFU pursuant to this clause 44 and the restrictions placed on him during any Match/Tour Period.

44.8 The Player must immediately notify the IRFU in writing of any unauthorised use of Player's Image of which he becomes aware. If and when required to do so, whether during or after the termination of this Agreement for whatever reason, the Player agrees, upon the IRFU's request and at the IRFU's expense, to execute all documents, make all applications, give all assistance and do all acts and things as may, in the opinion of the IRFU, be necessary or desirable to prevent uses of the Player's Image that would infringe the terms of this Agreement if done by the Player himself.

#### **45 IRFU INTELLECTUAL PROPERTY RIGHTS**

45.1 The Player acknowledges that ownership of any and all intellectual property rights in materials (including, without limitation, photographs, sound recordings, films, broadcasts, video clips and computer generated images) associated with or pertaining to the Player in his IRFU Capacity and which arise out of the provision of the Playing Services or performance of clauses 42.1 to 43.4 of this Agreement shall belong to, vest in and be the absolute sole and unencumbered property of the IRFU to the fullest extent permitted by law.

45.2 Save in respect of the text of an autobiography of the Player, the Player assigns, as a present and future assignment, any copyright he may own in all works or subject matter created during the term of this Agreement in his IRFU Capacity and that arises in connection with or from the provision of the Playing Services or performance of clauses 42.1 to 43.4 of this Agreement.

45.3 The Player agrees not to assert and to the fullest extent possible waives any moral rights (as provided for in Chapter 7 of the Copyright and Related Rights Act 2000 and equivalent or similar provisions of any foreign law) in any work of any nature made or originated in him pursuant to the provision of the Playing Services or to performance of clauses 42.1 to 43.4 of this Agreement in his IRFU Capacity, and the Player agrees not to institute, support, maintain or permit any action or claim to the effect that any attribution, treatment, exploitation or use of such work infringes such rights.

45.4 The Player agrees not to assert and to the fullest extent possible irrevocably waives any rights that he may have to object to the recording, creation, use, reproduction, publication or other exploitation whatsoever by the IRFU and/or its assignees and the Sponsors of his name, any and all footage, films, photographs, images and recordings of the Player made in his IRFU Capacity and/or as a result of him providing the Playing Services.

- 45.5 The Player assigns to the IRFU and, where assignment is not permitted, agrees to waive all personality rights, publicity rights, and rights of a similar or equivalent nature, that arise in connection with this Agreement and the Player's performance of his Player Contract, which now or in the future are recognised by any applicable law, including foreign laws.
- 45.6 To the extent that such rights are not transmissible or waivable under applicable laws, the Player undertakes not to exercise such rights, and in particular agrees not to take any action, or threaten any action, against the IRFU or any Sponsor alleging any infringement or breach of such rights both during and after the term of his Player Contract.
- 45.7 During the course of providing Playing Services, data may be collected and retrieved real-time from the Players and transferred into understandable information about the Player's movement and performance from devices ('Wearables') worn by the Players at the request of the IRFU. The parties agree to continue to discuss in good faith the use of Wearables and the commercialization of data from Wearables. Pending an agreement between the parties, no player data collected from Wearables may be made available to the public in any way or used for any commercial purpose.

46. **PLAYER'S RESPONSIBILITIES AND OBLIGATIONS**

- 46.1 The Player acknowledges that he understands his responsibilities and obligations under this Part VII and agrees that breach of any of his obligations under these provisions will be deemed to constitute a material breach of this Agreement giving rise, at the IRFU's absolute discretion, to a right to terminate his Player Contract in accordance with the provisions of this Agreement.
- 46.2 For the purposes of this Part VII, "*to harm the reputation or image*" includes, without derogating from the generality of the expression, the use of matter which might be construed by the public or by the IRFU as being in bad taste, or as endorsing foul play or disparaging a race, a gender, a religion, a sexual orientation, or those concerned in playing, supporting, managing or administering the Game.

**PART VIII**  
**GAME DEVELOPMENT AND PROMOTION**

**47 PRINCIPLES**

- 47.1 It is hereby acknowledged and accepted by the parties that the Game must be protected and developed in order to sustain both amateur and professional rugby in Ireland.
- 47.2 It is further acknowledged that the Players have a key role in developing the Game in Ireland.
- 47.3 The parties wish to work together to develop and implement a programme that optimises player input in an organised and positive manner.

**48 PLAYER APPEARANCES**

- 48.1 The Player shall make himself available for 12 hours per month for Game Developmental Services in order to assist with community/development activity to promote the Game at all levels.
- 48.2 A Player shall not be required to provide Game Developmental Services in the following instances:
- 48.2.1 On a Rest Day
  - 48.2.2 During a period of Leave
  - 48.2.3 on or within 2 days prior to a scheduled exam date which forms part of the Player's Personal Development Programme
  - 48.2.4 During the dedicated 4 hours of personal/professional development time each week
  - 48.2.5 Where providing the Game Developmental Services may unreasonably impact on the Player's ability to prepare for a Match
- 48.3 The IRFU will endeavour where practicable to keep Rugby Players Ireland informed of its programme of appearances during each season. The IRFU and Rugby Players Ireland shall consult on the proposed programme of appearances in advance of the following season if so requested.

**PART VIX**  
**DISCIPLINARY AND GRIEVANCE PROCEDURES**

**49. DISCIPLINARY AND GRIEVANCE PROCEDURES**

- 49.1 Any breach or failure by the Player to observe the terms of this Agreement or the Player Contract, or of IRFU policies and procedures regarding performance/conduct, shall be dealt with in accordance with the disciplinary procedure set out herein. For minor disciplinary breaches, in particular, first time breaches of discipline, the Provincial Director of Coaching or the National Coach (as appropriate in the circumstances) may deal with any disciplinary breach informally by discussion with the Player and agreement with the Player on what, if any, disciplinary sanction is to be applied. Any breach of discipline dealt with informally in this manner will not be recorded on the Player's personnel file and will only be referred to in the event of a repeated similar breach of discipline by the Player within six months of the first breach. Where there are repeated minor breaches of discipline by the Player or more serious breaches, then the formal procedure set out below may be invoked.
- 49.2 Where a Player's misconduct or breach of this Agreement and/or the Player Contract also amounts to a breach of other applicable rules, such as, without prejudice to the generality of the foregoing, the rules of World Rugby, Six Nations Rugby Limited, ERC Limited or the Anti-Doping Rules, then any disciplinary action taken pursuant to clause 49.1 shall not prejudice or limit any other right or remedy which the proponent of those rules may have in relation to such breach, including, without limitation, through the operation of the regulations, bye-laws, directives or resolutions of the World Rugby, Six Nations Rugby Limited, EPCR Limited or Sports Ireland from time to time. For the avoidance of doubt, any disciplinary action taken by any of the above third parties shall not prejudice or limit any right or remedy the IRFU may have as a result of the Player's misconduct or breach.
- 49.3 In the event that the Player has any grievance in connection with his employment under this Agreement or the Player Contract, he may have recourse to the grievance procedure set out in clause 56.
- 49.4 In any disciplinary or grievance procedure, the Player shall be entitled to be accompanied and represented by his chosen colleague or Rugby Players Ireland representative, should he so desire, provided such colleague or representative would not be a potential witness in the procedure or was otherwise involved in the incident or matter the subject of the procedure.
- 49.5 Disciplinary action in respect of incidents occurring on the field of play during a Match, will be dealt with by the IRFU Disciplinary Committee. Any action taken by the

Disciplinary Committee may be in addition to, or separate from, any action by the organisers of the competition in which the Match is played, or by World Rugby. The IRFU reserves the right to take disciplinary action against a Player in situations where no action has been taken or proposed by the competition organisers or World Rugby. The Disciplinary Committee will be entitled to have due regard to inputs and/or reports from nominated Match officials, such as referee or citing commissioner(s). The Disciplinary Committee will ensure that it discharges its responsibilities fairly and impartially, and shall have discretion as to the procedure to be followed, in accordance with the provisions of clauses 50.1.2 (i) – (viii). The Disciplinary Committee shall have the right to impose a disciplinary sanction in accordance with Clause 51. The Player shall have a right of appeal against any sanction imposed by the Disciplinary Committee in accordance with Clause 52.

49.6 In the event that the IRFU invokes its disciplinary procedure and suspends the Player pending investigation and conclusion of the procedure, if there is no adverse finding against the Player, he will be reimbursed for any Match or Tour fees or win bonuses which he may otherwise have been eligible were it not for such suspension. The provisions of this clause 49.6 apply equally to any adverse finding against the Player which is overturned on appeal in accordance with Clause 52. The IRFU shall have no further obligation or liability whatsoever to the Player in respect of any losses incurred by the Player as a consequence of any suspension imposed.

49.7 Notwithstanding that the Player may be suspended pending conclusion of the disciplinary procedure, or as a consequence of a penalty imposed following such procedure the IRFU may, at its sole discretion, allow the Player access to training facilities to enable him maintain fitness during any such period of suspension.

## **50 THE DISCIPLINARY PROCEDURE**

50.1 Subject to paragraphs 53 and 54, below, the following steps will be taken as appropriate in all cases of disciplinary action taken pursuant to clause 49 of this Agreement:

### **50.1.1 Investigation and Suspension**

No disciplinary action will be taken before a full investigation has been undertaken into the matter complained of. If the IRFU deems it appropriate, it may by written notice suspend the Player for as long as reasonably necessary while an investigation takes place. If the Player is so suspended, he will continue to receive payment of his monthly Retainer Fee, however, the Player will not be entitled to enter any Branch/IRFU premises except at the prior request or with the prior consent of the IRFU and subject to such



conditions as the IRFU may impose. The decision to suspend the Player will be notified in writing to the Player and Rugby Players Ireland by the IRFU.

#### 50.1.2 Disciplinary Hearing

- (i) As soon as reasonably practicable the IRFU will determine whether the Player has a case to answer. If the IRFU determines that the Player has a case to answer it will convene a disciplinary hearing to hear the matter as soon as reasonably practicable, in which case the Player will be given full details in writing of the complaint against the Player and reasonable notice of the date and time of the hearing. As a matter of courtesy the IRFU will give reasonable notice to Rugby Players Ireland in advance of any such hearing and will forward a copy of the aforementioned information. The suspension of the Player pursuant to paragraph 51.1.1 above may be continued pending the hearing and resolution of the complaint.
- (ii) Depending on the circumstances of the alleged breach or failure by the Player, the complaint(s) against the Player will be heard and determined, either by a National or a Branch disciplinary panel, whichever is appropriate in the circumstances ("the Disciplinary Panel"). In the event of any dispute as to which is the appropriate disciplinary panel to deal with the matter, such dispute will be referred to the Chief Executive Officer of the IRFU ("the CEO"), whose decision in the matter will be final. All Disciplinary Panels will ensure that they discharge their responsibilities fairly and impartially.
- (iii) The National Disciplinary Panel may comprise such suitably qualified appointees with the necessary experience and skill to properly deal with such matters, as chosen by the CEO, acting reasonably.
- (iv) The Branch Disciplinary Panel may comprise such suitably qualified appointees with the necessary experience and skill to properly deal with such matters, as chosen by the Branch Chief Executive Officer, acting reasonably.
- (v) The Disciplinary Panel shall have discretion as to the procedure followed at the hearing of the matter, provided always that the hearing is conducted in a fair manner, with a reasonable opportunity provided for the Player to address the hearing and to present his response to the complaint(s) against him, either personally or through his representative as provided for in clause 51.1.2 (vi) of this Agreement, including through the provision of documentary or other evidence (including witnesses) as

the Player thinks appropriate. The Player shall give full cooperation to the Disciplinary Panel in the conduct of its investigation or at any disciplinary hearing. In the event of the Player refusing to answer any questions put to him, the Disciplinary Panel will be entitled to make an adverse inference against the Player in light of such refusal.

- (vi) In the course of the hearing, the Disciplinary Panel may consider oral, written or video evidence from third parties. In such a case, the Player or his representative shall, as far as reasonably practicable, be given a reasonable opportunity to cross-examine such witnesses and make representations as to the contents of written witness statements. The Player or his representative shall also have a reasonable opportunity to examine and comment upon any other written or video evidence considered by the Disciplinary Panel.
- (vii) The Disciplinary Panel shall be entitled to adjourn the hearing for the purpose of investigating any matters put to them by the Player or his representative. Such an adjournment shall last only for as long as shall be reasonably necessary to conclude such investigation.
- (viii) A disciplinary hearing may proceed in the Player's absence and a disciplinary penalty may be imposed if he fails to appear at such hearing, without reasonable cause, after having received proper notice thereof.

## **51. DISCIPLINARY SANCTIONS**

51.1 The Disciplinary Panel may dismiss the complaint if it is not proved to its satisfaction. However, if the complaint is proved to its satisfaction, the Disciplinary Panel may take no further action or alternatively may impose one or more of the following sanctions:

- 51.1.1 caution or reprimand the Player, or give an oral warning, a formal written warning or (after a serious breach or a previous warning or warnings) a final written warning to the Player;
- 51.1.2 prohibit the Player from attending at any IRFU/Branch premises for such period as the Disciplinary Panel thinks fit, not exceeding four weeks;
- 51.1.3 impose a fine not exceeding two weeks of the Player's Retainer Fee for any one offence, which fine may be set off and deducted in whole or in part against monies otherwise due to the Player from the IRFU pursuant to the Agreement (and the Player agrees that such set off and deduction is not and shall not be claimed to be an unlawful deduction from wages);

- 51.1.4 where the Player has been found guilty of a violation of the Anti-Doping Rules, suspend the payment of any of the remuneration and benefits provided for in this Agreement, for the whole or part of any period of ban imposed pursuant to the Anti-Doping Rules;
  - 51.1.5 in any circumstances which would entitle the IRFU to dismiss the Player pursuant to any of the provisions of clause 16 of this Agreement, terminate this Agreement and dismiss the Player; and/or
  - 51.1.6 impose such other sanction as it may deem appropriate, acting reasonably.
- 51.2 In coming to a decision as to the appropriate sanction to impose, the Disciplinary Panel will take account of any representations made to it by the Provincial Director of Coaching or the National Coach and the Player's past disciplinary record.
- 51.3 Generally the foregoing steps/sanctions at paragraph 51.1 above will be progressive. However, the IRFU reserves the right, at its absolute discretion, to invoke any of the sanctions listed above, up to and including dismissal, where the circumstances so warrant.

## **52. APPEALS**

- 52.1 The Player shall have a right of appeal against any decision of the Disciplinary Panel. To exercise this right, the Player must inform the CEO of the IRFU or the CEO of the Branch, as appropriate, in writing, of his wish to appeal within ten days of the date of notification to him of the decision in question, and must set out in that notice his grounds of appeal. The President of the IRFU or the President of the Branch will then nominate an appropriate person(s) to hear and determine the appeal.
- 52.2 If the Player exercises any right of appeal as aforesaid, the decision of the Disciplinary Panel shall not take effect pending determination of the appeal.
- 52.3 The person(s) considering the appeal will conduct an appeal hearing within 14 days of receipt of the notice of appeal, or as soon as practicable thereafter, which the Player and/or his representative shall be entitled to attend and where they will be given a further opportunity to state the Player's case before a decision is made.
- 52.4 On appeal, the person(s) considering the appeal shall have the power to confirm, increase or reduce any fine or period of suspension imposed by the Disciplinary Panel, and to confirm or overrule any other finding made by the Disciplinary Panel.

52.5 The decision of the person(s) considering the appeal will be notified to the Player in writing within seven days of the hearing, or as soon as practicable thereafter, and will be final and binding on all parties.

### **53. BREACH OF DISCIPLINE DURING TOURS**

53.1 If any complaint relates to the Player's performance or conduct while on Tour, in such case the disciplinary procedure specified at paragraph 50.1 above shall not apply and the Tour Disciplinary Committee (comprising the Team Manager, Team Captain and the National Coach/Provincial Director of Coaching, as appropriate), shall have the full delegated authority of the IRFU to determine the complaint while on Tour and, if appropriate, tender an oral, written or final written warning, impose a fine or suspend the Player with pay and/or arrange for his repatriation to Ireland. Such decision may be appealed in writing by the Player to the relevant CEO (or his nominated representative) within 10 days after the Tour Squad has returned to Ireland.

53.2 In the event, while on Tour, of a serious breach of discipline by the Player or of a Player's obligations to the IRFU pursuant to the terms of this Agreement, which may warrant suspension without pay or termination of this Agreement, the Tour Disciplinary Committee may, in lieu of coming to a determination in relation to the complaint and imposing such disciplinary sanction as it sees fit, instead refer the matter to the relevant CEO so that the complaint can be dealt with by the relevant Disciplinary Panel and in the meantime suspend the Player in accordance with paragraph 50.1.1 above, and arrange for the Player's repatriation to Ireland.

### **54. VARIATION OF PROCEDURE**

Any deviation from or variation of these disciplinary procedures in a particular case and/or any irregularity, omission, technicality or other defect in the procedures followed shall not invalidate any finding, procedure or decision unless it is shown to have materially breached the principles of natural justice.

### **55. IRFU INDEMNITY**

55.1 The IRFU acknowledges and accepts that it has an obligation to follow the disciplinary process and procedure provided for in this Agreement. In the event that the IRFU should summarily terminate the Player's employment in circumstances where it has ignored the disciplinary process and procedures, then the IRFU shall indemnify the Player and shall pay to the Player an amount equivalent to the balance of his Retainer Fee for the remainder of the term of his Player Contract and any reasonable and proper legal expenses and tax advices, reasonably and properly incurred by the Player, arising as a result of the aforementioned disregard by the IRFU ('the Indemnity').

- 55.2 The Indemnity will be subject to such tax and other deductions as the IRFU is required to deduct from the gross amount and remit to the revenue commissioners under the relevant tax and social welfare legislation. The Indemnity shall be paid to the Player subject to the Player entering into a full and final written Settlement and Compromise Agreement with the IRFU in relation to breaches of the Player's employment law rights, as agreed between the IRFU and the Player, both parties acting reasonably, within 14 days of the termination of the Player's contract of employment.
- 55.3 For the avoidance of doubt, nothing in this clause shall prevent the Player in the alternative seeking redress against the IRFU pursuant to his statutory or common law rights.

**56. THE GRIEVANCE PROCEDURE**

- 56.1 The Player shall bring any grievance informally to the notice of the National Coach or Provincial Director of Coaching, or Team Manager, as appropriate. The Player may be required to put any such grievance in writing. Having enquired into such grievance, the National Coach/Provincial Director of Coaching/Team Manager will then notify the Player of his decision.
- 56.2 If the grievance is not resolved to the Player's satisfaction, the Player may, within fourteen days of notice of the decision, serve formal notice of the grievance in writing on the relevant CEO, and the matter shall thereupon be determined by the relevant CEO, giving the Player a reasonable opportunity to discuss the matter with him before any decision is taken. Subject thereto, the decision shall be taken as soon as practicable. The decision of the relevant CEO shall be final and binding on the Player.

**PART X**  
**ANTI-DOPING**

**57        PLAYER ACKNOWLEDGMENTS**

57.1        The Player acknowledges and agrees that:

57.1.1     as a participant in the sport of rugby union football, he is subject to and is bound by the Anti-Doping Rules, and by any other anti-doping rules issued by sports or governmental organisations with jurisdiction over him, and the Prohibited List;

57.1.2     the Anti-Doping Rules or other such rules may impose specific obligations on him as a professional rugby union player, such as (without limitation) the filing of whereabouts information for purposes of out-of-competition testing;

57.1.3     he is personally responsible:

(i)        for familiarising himself with and for complying with the Anti-Doping Rules, and with any amendments made thereto, acknowledging that ignorance of the Anti-Doping Rules will not be a defence to any breach of them. Without prejudice to the generality of the foregoing, the Player acknowledges that the following constitute a violation under the Anti-Doping Rules:

- the presence of a prohibited substance or its metabolites or markers in the Player's bodily specimen;
- the use or attempted use of a prohibited substance or method;
- the refusal or failure, without justification, to submit to a drugs test;
- failing to make himself available for out-of-competition testing, including by failing to satisfy specified requirements for disclosure of whereabouts information and/or by failing to be available at the specified time and location, thereby missing a drugs test;
- tampering or attempting to tamper with drug testing;
- possession of a prohibited substance or method;

- trafficking in a prohibited substance or method;
  - administering or attempting to administer a prohibited substance or method to any player; and
  - assisting, encouraging, aiding or abetting, concealing and/or any other form of complicity in an Anti-Doping Rules violation;
- (ii) for ensuring that he does not ingest or use any substance or method that is prohibited under the Anti-Doping Rules;
- (iii) for ensuring that he files information about his whereabouts, as and when required under the Anti-Doping Rules, and is available at such whereabouts for purposes of out-of-competition drug testing;
- (iv) for informing all of those persons from whom he takes personal medical or nutritional advice and assistance of the requirements of the Anti-Doping Rules;
- (v) for ensuring that any treatment or training that he receives or any personal nutritional advice that he follows does not infringe the Anti-Doping Rules; and
- (vi) for submitting to drug testing and providing a bodily specimen (urine and/or blood) upon the request of an authorised official acting pursuant to the Anti-Doping Rules, at any time and place, in competition or out of competition.

57.2 The Player further acknowledges and agrees that:

- 57.2.1 he has been given a copy of and an opportunity to read the Anti-Doping Rules and the current Prohibited List;
- 57.2.2 any violation of the Anti-Doping Rules may lead to the imposition of various disciplinary sanctions, including (without limitation) his suspension from participation in the sport of rugby union for a period up to and including (depending on the severity of the offence) a life-time ban;
- 57.2.3 he may also be temporarily suspended (on full pay) from participation in the sport of rugby union pending resolution of any charges brought against him pursuant to the Anti-Doping Rules; and
- 57.2.4 under the Anti Doping Rules he is subject to the jurisdiction of the Irish Sport Anti-Doping Disciplinary Panel, the Irish Sport Anti-Doping Appeals Panel and the Court of Arbitration for Sport, to determine any charge

against him and to impose any sanctions provided for in the Anti-Doping Rules, and agrees not to bring any challenge in any judicial forum that is inconsistent with his submission to such jurisdiction.

## **58 THERAPEUTIC USE EXEMPTION**

- 58.1 The Player further acknowledges that if, during the term of this Agreement, he wishes or is advised for medical reasons to use a substance or method that is prohibited under the Anti-Doping Rules, the Anti-Doping Rules require that he first obtain a Therapeutic Use Exemption ("TUE") prior to such use, by making an application to the appropriate authority, supported by the required medical information and documentation, in accordance with the relevant provisions of the Anti-Doping Rules. If the Player is part of World Rugby's Registered Testing Pool, the TUE application should be made to World Rugby. The Player agrees to advise the IRFU Anti-Doping Officer immediately when the need to apply for a TUE arises, and further agrees not to use a prohibited substance or method without the prior knowledge and consent of the IRFU Anti-Doping Officer.
- 58.2 It shall remain at all times the personal responsibility of the Player, and not the responsibility of the IRFU Anti-Doping Officer, to obtain any TUE required by the Player under the Anti-Doping Rules. The Player further agrees to provide the IRFU Anti-Doping Officer with copies of any TUE application made by him or on his behalf and of the decision made on such application.
- 58.3 The Player acknowledges and accepts that he is subject to and is bound by the Anti-Doping Rules unless and until he retires permanently from the sport of rugby union. Any Player who so retires must immediately notify, in writing, the IRFU of this fact, and his retirement will only take effect upon receipt of such notification.
- 58.4 In the event that the Player has been found guilty of a breach of the Anti-Doping Rules as a direct consequence of having taken any nutritional supplements provided to him by the IRFU or as directed to take by the IRFU, then the IRFU will reimburse to the Player any reasonable costs incurred by, or any fines imposed on, him as a consequence of such breach and shall continue paying the Player the Retainer Fee for the duration of such suspension subject to a maximum period of 24 (twenty four) months. The IRFU shall have no further obligation or liability whatsoever to the Player in respect of the Retainer Fee arising from such breach of the Anti-Doping Rules.
- 58.5 For the avoidance of doubt, the IRFU shall have no obligation or liability whatsoever to the Player for any breach of the Anti-Doping Rules as a consequence of the Player following any personal nutritional advice or taking any nutritional products not approved in advance by the IRFU.



- 58.6 Relevant documentation and further information in relation to the matters set out in this clause 58 may be obtained from the IRFU Anti-Doping Officer. Without prejudice to the Players personal obligations as set out in this clause 58 and the Anti-Doping Rules, the IRFU, without accepting any legal liability, shall use its reasonable endeavours to inform and educate the Player of his obligations pursuant to this clause 10 and the Anti-Doping Rules or any other anti-doping rules which may be applicable to the Player from time to time.
- 58.7 Without any legal obligation on the part of the IRFU, the IRFU will assist, in an administrative capacity, the Player in the filing of information concerning his whereabouts. The Player acknowledges and agrees that the accuracy of such information and the timing of the filing is entirely at his own risk and the IRFU accepts no responsibility of whatsoever nature for same.
- 58.8 Notwithstanding that the Player may be suspended pursuant to clause 57.2.3 or as a consequence of any suspension imposed following a violation of any Anti-Doping Rules, the IRFU may, in its sole discretion, allow the Player access to training facilities to enable him maintain fitness during any period of suspension in accordance with Sport Ireland Anti Doping Rules.

**PART XI**  
**SAFETY AND HEALTH**

**59 SAFE WORKING ENVIRONMENT**

- 59.1 The IRFU, as employer, shall provide a safe workplace and system of work and the Players, as employees, shall protect their own safety and health, and cooperate with the IRFU with regard to safety, health and welfare at work. In doing so, the IRFU shall comply with World Rugby's minimum player welfare standards.
- 59.2 The IRFU shall employ and engage in sufficient number suitably qualified and experienced personnel to prepare, train and manage the Provincial Teams and National Team
- 59.3 The IRFU, and each Branch, shall implement appropriate workplace consultative procedures involving Players and Rugby Players Ireland consistent with relevant Safety, Health and Welfare legislation to progress health and safety issues.
- 59.4 The IRFU shall ensure accurate medical records are kept regarding the Players and suitable supplies provided for treating professional rugby Players.

**60. MINIMUM SAFETY, HEALTH AND WELFARE STANDARDS**

- 60.1 Pursuant to clause 59.1, the IRFU shall use reasonable endeavours to ensure that the following minimum safety, health and welfare standards are complied with during training and matches:
- (i) provision of suitably equipped and properly functioning physiotherapy and medical treatment rooms;
  - (ii) in conjunction with Rugby Players Ireland, education on CPR and current concussion guidelines to be provided to all relevant persons involved in preparing, training and managing the Players
  - (iv) in conjunction with Rugby Players Ireland, education on CPR and current concussion guidelines to be provided to the Players

**61. PRE-MATCH CHECKLIST**

- 61.1 The IRFU shall investigate the current pre-match checklist procedure at the venues that Matches are played, and the IRFU and Rugby Players Ireland shall discuss and agree on any changes required.

**62. INTEGRITY AND WELFARE COMMITTEE**

- 62.1 The IRFU and Rugby Players Ireland shall appoint a joint committee on Integrity, Safety, Health and Welfare comprising representatives of the IRFU, Rugby Players Ireland, their respective medical advisers, the Branches, and where appropriate venue operators ('the Integrity and Welfare Committee'). The Integrity and Welfare Committee shall consider issues such as anti-doping, gambling, integrity of the game, and Player safety and welfare matters including playing equipment, playing surfaces, stadium facilities, playing laws, Player-coach relationships, travelling itineraries, playing schedules and any other relevant subjects.
- 62.2 The Integrity and Welfare Committee shall:
- (i) investigate any matter that may be a risk to the integrity of the game and health and safety at the place of work
  - (ii) meet at least twice a year to conduct its business and shall provide a report after each meeting to the IRFU and Rugby Players Ireland in relation to all matters dealt with. The report shall set out matters of integrity, safety, health and welfare that require the consideration of the IRFU and Rugby Players Ireland
  - (iii) commence each meeting with a review of measures taken to address matters raised in the previous report.
  - (iv) An Rugby Players Ireland employee shall be appointed as the administrative secretary of the Integrity and Welfare Committee.

## **PART XII**

### **63. CODE OF CONDUCT, SOCIAL MEDIA GUIDELINES, AND PUBLIC COMMENT**

- 63.1 The behavioural standards and expectations of the Players are provided for under the Code of Conduct in Schedule 6. Any breach of a Player's obligations under such Code of Conduct may give rise to an investigation and potentially disciplinary action against the Player, up to and including dismissal, in accordance with the disciplinary process and procedures provided for in this Agreement.
- 63.2 The Player shall abide by and adhere to the Social Media Guidelines in Schedule 13. In accordance with the Social Media Guidelines, the Player shall not, at any time during the term of this Agreement, make any comment to any third party or in any publication whether written, televised or broadcast, detrimental to the interests or welfare of the Game, the IRFU or concerning any match official(s) or his terms and conditions of employment or on those of any other employee of the IRFU.
- 63.3 Subject to the provisions of clause 63.2, the Player shall not, without first obtaining in writing the approval of the IRFU, write or ghost write a regular or other column for publication in a newspaper or in any other print or other form of communication media, provided always that such approval shall not be unreasonably withheld and shall be deemed, where given, to continue until withdrawn by the IRFU and provided further that the IRFU will be available at all reasonable times for the purposes of approving any such request by the Player.
- 63.4 Subject to the provisions of clause 63.2, the Player shall not undertake or participate in any media related activities during a Match/Tour Period without the prior consent of the IRFU Commercial and Marketing Director or Team Manager as appropriate. The Player shall, however, participate in such media activities as requested by the IRFU.

**PART XIII**  
**OTHER MATTERS**

**64. CONFIDENTIALITY**

- 64.1 The parties agree that all information contained in this Agreement including its Schedules, and all information concerning the business, financial matters and transactions of the IRFU or its Branches (including without limitation any of the details and contents of any promotional contract with the Player or promotional or service contract with any other person and all technical, strategic, personnel, marketing and financial information) or any other proprietary information whether or not protectable as a trade secret, is confidential and the parties shall not disclose such confidential information to any other person, except as provided for in clause 64.3.
- 64.2 The parties agree that any information obtained by them as a result of negotiating this Agreement and any details of or information concerning any negotiations, correspondence, discussions, telephone conversations or communications of whatsoever nature between the parties preceding or superseding the conclusion of this Agreement or regarding the terms or subject matter or the operation of this Agreement (including for the avoidance of doubt any information concerning the Player's personal sponsorship arrangements), or matters related thereto are confidential and that neither party shall disclose such details or information to any other person except as provided for in clause 64.3.
- 64.3 The provisions of clauses 64.1 and 64.2 do not prohibit disclosure of confidential information in so far as such disclosure is:
- 64.3.1 necessary to comply with or enforce the provisions and terms of this Agreement by way of legal action; or
  - 64.3.2 reasonably required by the IRFU for the purposes of clarifying the Player's contractual position to a potential sponsor of the IRFU, provided that such information does not include any information designated commercially sensitive by the Player;
  - 64.3.3 to the Player's professional advisors and/or commercial agents and/or immediate family;
  - 64.3.4 compelled by law.

**65. WAIVER, RELEASE AND REMEDIES**

65.1 A waiver by either party of any breach by the other of any of the terms, provisions or conditions of this Agreement or the acquiescence of either party in any act (whether of commission or omission) which but for such acquiescence would be a breach as aforesaid shall not constitute a general waiver of such term, provision or condition or an acquiescence to any subsequent act contrary thereto.

65.2 Any remedy or right conferred upon either party for breach of this Agreement shall be in addition to and without prejudice to all other rights and remedies available to it whether pursuant to this Agreement or otherwise provided for by law.

65.3 No failure or delay by either party in exercising any claim, remedy, right, power or privilege under this Agreement shall operate as a waiver nor shall a single or partial exercise of any claim, remedy, right, power or privilege preclude any further exercise thereof or exercise of any other claim, remedy, right, power or privilege.

**66. COUNTERPARTS**

66.1 This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which when executed and delivered shall constitute an original and all such counterparts together constituting one and the same instrument.

**67. NOTICES**

67.1 Any notice or other communication whether required or permitted to be given hereunder shall be given in writing and shall be deemed to have been duly given if delivered by hand to either party or if transmitted by fax or sent by prepaid registered post addressed to the party to whom such notice is to be given at the address set out for such party herein (or such other address as such party may from time to time designate in writing to the other party hereto in accordance with the provisions of this clause). Any such notice shall be deemed to have been duly given if delivered at the time of delivery, if transmitted by fax at the time of termination of the transmission and if sent by prepaid registered post as aforesaid forty eight hours after the same shall have been posted.

**68. SEVERABILITY**

68.1 In the event that any provision herein shall be determined to be void or unenforceable in whole or in part then the said provision shall be given effect to in such reduced form as may be decided by any court of competent jurisdiction and the validity and enforceability of the remaining provisions shall not in any way be affected thereby. The IRFU and the Player acknowledge and agree that the restrictions contained in this Agreement are valid and reasonable in the circumstances.

**69 WHOLE AGREEMENT**

69.1 This Agreement and the Player Contract contains the whole agreement between the parties hereto relating to the matters provided for therein and supersedes all previous agreements (if any) between such parties in respect of such matters and each of the parties to this Agreement and Player Contract acknowledges that in agreeing to enter into these agreements, it has not relied on any representations or warranties except for those contained therein.

**70. GOVERNING LAW AND ARBITRATION**

70.1 This Agreement shall be governed by and construed in accordance with the laws of Ireland, and any dispute which arises between the parties concerning the construction or interpretation of this Agreement, shall be decided by an arbitrator agreed between the IRFU and the Player, or in default of agreement, nominated by the President for the time being of the Law Society of Ireland, and such arbitration shall be governed by the Arbitration Acts, 1954 – 1998 (as amended). Each party hereby agrees to keep such arbitration entirely confidential and the costs of such arbitration shall be borne by the losing party.

**71. INDEPENDENT LEGAL ADVICE, RIGHT TO REPRESENTATION AND NON APPLICATION OF CONTRA PROFERENTEM RULE**

71.1 The Player acknowledges that he has taken legal advice on and understands the effect and implications of his Player Contract and this Agreement, and every part thereof. He further acknowledges that he has entered into his Player Contract without any coercion of any description.

71.2 If the Player wishes to avail of collective representation, in conjunction with other players, it is agreed that the IRFU will only recognise Rugby Players Ireland as having the sole right to negotiate on the Players' behalf and represent them in connection with collective issues which affect all players contracted to the IRFU. The Player acknowledges and agrees that, in respect of individual negotiations on terms and conditions of employment or in relation to any non-collective issue touching upon clause 10.3, the IRFU will only deal with the Player directly, or his nominated agent or other representative as approved by the IRFU, such approval not to be unreasonably withheld.

71.3 The parties have participated jointly in the negotiating and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favouring or disfavouring any party by virtue of the authorship of any of the provisions of this Agreement. In particular, the parties agree that the contra proferentem rule will not apply to the construction of any provision of this Agreement.

**Signed** for and on behalf  
of **Irish Rugby Football**  
**Union** in the presence of:

Date:

---

**Signed** for and on behalf of

**Rugby Players**

---

**Ireland**

in the presence of:

Date:



**SCHEDULE 1**  
**Protected Sponsors**

**Men's National Team**

Vodafone (Expiry Date 31 May 2020)

Restrictions: The IRFU shall guarantee to Vodafone that no competing organisation (those companies whose primary business is the provision and/or operation of mobile or fixed line communication networks) will be permitted to sponsor the National Team, individual players, player awards or any of its home matches during the period of this sponsorship.

**National Sevens Team**

Elverys Sports (Expiry February 2020)

Restrictions: The IRFU shall guarantee to Elverys Sports that no competing company will be permitted to sponsor the National Sevens Rugby Team, individual Sevens players, player awards or sponsor home matches, advertising at home match grounds, programme advertising during the period of sponsorship.

**Leinster**

Bank of Ireland (Expiry Date 30 June 2023)

Restrictions: Leinster Rugby shall guarantee to Bank of Ireland that no competing organisation (banks, building societies, leasing, finance, mortgage, insurance or financial institutions) will be permitted to sponsor Leinster Senior Rugby Team, U20 Team, individual Leinster players, Leinster player awards or any home matches during the period of this sponsorship.

**Ulster**

Bank of Ireland (Expiry Date 30 June 2023)

Restrictions: Ulster Rugby shall guarantee to Bank of Ireland that no competing organisation (banks, building societies, leasing, finance, mortgage, insurance or financial institutions) will be permitted to sponsor Ulster Senior Rugby Team, U20 Team, individual Ulster players, Ulster player awards or any home matches during the period of this sponsorship.

**Connacht**

Elverys Sports (Expiry Date 30 June 2021)

Restrictions: Connacht Rugby shall guarantee to Elverys Sports that no competing company will be permitted to sponsor Connacht Senior Rugby Team, U20 Team, individual Connacht players, Connacht player awards or sponsor home matches, advertising at home match grounds, programme advertising during the period of sponsorship.

**Munster**

Bank of Ireland (Expiry Date 30 June 2023)

Restrictions: Munster Rugby shall guarantee to Bank of Ireland that no competing company will be permitted to sponsor Munster Senior Rugby Team, U20 Team, individual Munster players, Munster player awards or sponsor home matches, advertising at home match grounds, programme advertising during the period of sponsorship.

**DISCLAIMER:**

Details in relation to current protected sponsors, as may change from time to time, will be posted on the Irish Rugby website. The player acknowledges and accepts that it is his responsibility to ensure he is fully aware of all protected sponsors at any given time during the term of his contract.

**SCHEDULE 2**  
**MATCH FEES AND WIN BONUSES**  
**International and Provincial Composite Match Fee Schedules**  
**Rugby World Cup 2019**

<b>STAGE</b>	<b>AMOUNT</b>	<b>CUMULATIVE</b>
<b>Participation Fee</b>	<b>€35,000</b>	
<b>Qualify from Group</b> <b>or</b> <b>Win Group</b>	<b>€0</b> <b>or</b> <b>€20,000</b>	<b>€35,000</b> <b>or</b> <b>€55,000</b>
<b>Win Quarter final</b>	<b>€40,000</b>	<b>€95,000</b>
<b>Win Semi Final</b>	<b>€40,000</b>	<b>€135,000</b>
<b>Win 3<sup>rd</sup> place playoff</b>	<b>€10,000</b>	<b>€105,000</b>
<b>Win final</b>	<b>€95,000</b>	<b>€230,000</b>

**Note**

In addition to the above fee structure all players will receive a €150 per diem payment during all national training camps prior to the RWC which will include any active recovery days, assembly days, match days and any single days of rest between national training camps.

## Summer Internationals and Barbarians

<b>Match Fees (match day squad)</b>	
<b>All players</b>	<b>€150 per day for duration of campaign (all 45 players)</b>
<b>Match Win bonuses</b>	
<b>Tier 1</b>	<b>€3,500</b>
<b>Tier 2 and Barbarians</b>	<b>€2,000</b>

### Note

In addition to the above fee structure all players will receive a €150 per diem payment during all national training camps prior to the RWC which will include any active recovery days, assembly days, match days and any single days of rest between national training camps.

### Six Nations

	Tournament bonus for 23	Per Diem for Non Nationals (full squad)
<b>Grand Slam</b>	<b>€75,000</b>	<b>+ €150 per day</b>
<b>1st</b>	<b>€62,500</b>	<b>+ €150 per day</b>
<b>2nd</b>	<b>€40,000</b>	<b>+ €150 per day</b>
<b>3rd</b>	<b>€30,000</b>	<b>+ €150 per day</b>
<b>4th</b>	<b>€20,000</b>	<b>+ €150 per day</b>
<b>5th</b>	<b>€5,000</b>	<b>+ €150 per day</b>
<b>6th</b>	<b>€0</b>	<b>+ €150 per day</b>

#### **Note**

The above figures will be pro-rata depending on the number of games played. The €150 per diem payment will be paid to non-nationally contracted players during all national training camps prior to and during the Six Nations which will include any active recovery days, assembly days, match days and any single days of rest between national training camps.

## November Series

<b>Match Fees (match day squad)</b>	
All players	<b>€150 per day for duration of campaign (all players)</b>
<b>Win bonuses</b>	
All players	<b>€8,000 SANZARA and/or €2,000 Tier 2</b>

### Note

If the team wins all three November Series matches there will be a €6,000 win bonus (pro rata at €2,000 per game). The €150 per diem payment will be paid to all players during all national training camps prior to and during the November Series which will include any active recovery days, assembly days, match days and any single days of rest between national training camps.

For all other matches outside of Europe and outside the Regulation 9 window, a €350 per diem shall apply. The win bonus for such matches shall be agreed in advance between the parties on a match-by-match basis.

## International Summer Tours

<b>Daily Rate</b>	
Senior international tour	<b>€350 per day</b>
Ireland 'A' tour	<b>€150 per day</b>
Development tour	<b>€100 per day</b>
<b>Win bonuses</b>	
Nationally contracted players	<b>€6,000 per win SANZARA</b> <b>€2,000 per win Tier</b>

### **Note**

The daily rate will be paid from the day of assembly until the last travel day of the tour.

## European Provincial Competitions

European Champions Cup (Tier 1)	
Winning European match	€1,000 p/m
Making quarters of Champions Cup	€3,000
Winning quarters of Champions Cup	€3,000
Winning semis of Champions Cup	€3,000
Winning final of Champions Cup	€3,000
European Challenge Cup (Tier 2)	
Winning European match	€750p/m
Making quarters of Challenge Cup	€1,500
Winning quarters of Challenge Cup	€1,500
Winning semis of Challenge Cup	€1,500
Winning final of Challenge Cup	€1,500
Players on retainers 40k and below (including academy members)	
*Applies to all match day squad members	
Match Fee Champions Cup	€1,000
Match Fee Challenge Cup	€750

### Note

The bonus for reaching the quarter final of the respective European competitions will be pro-rata per games played (€500 per game for Tier 1 and €250 per game for Tier 2). The win bonus of €3000 or €1500 (for Tier 1 and Tier 2 games respectively) for winning the quarter, semi and final is paid to the match day 23 only.



## PRO 14

Winning Pro 12 match	<b>€500</b>
Making semis of Pro 12	<b>€1,500</b>
Winning semis of Pro 12	<b>€1,500</b>
Winning final of Pro 12	<b>€1,500</b>
Players on €30k or below (including academy members) *Applies to all match day squad members	
Match Fee	<b>€500</b>

### Note:

To be eligible for the bonus of €1,500 for making the semi-final, the player must have been in that match day 23 in 50% or more of the regular league games to be eligible for the bonus. The win bonus of €1500 for winning the semi and final is paid to the match day 23 only.

**SCHEDULE 3**  
**Sick pay provisions**

<b>Example</b>	<b>Injury Scenario</b>	<b>Remuneration</b>
<b>1</b>	<b>Injury or illness resolves itself and following a Review Player certified as Fit to Play within 9 months of continuous absence from that particular injury or illness or any consequential injury or illness arising from it</b>	<b>Player shall receive 100% of Retainer Fee for duration of injury</b>
<b>2</b>	<b>Following a Review within initial 6 month period of continuous absence from that particular injury or illness or any consequential injury or illness arising from it, a Determination is made that the injury or illness will take longer than 9 months before the Player is declared Fit to Play</b>	<p>a) <b>Player to receive 100% of Retainer Fee for first nine months reduced to 25% of Retainer Fee in Month 10 and beyond <u>OR</u></b></p> <p>b) <b>Player given not less than four weeks notice before end of Month 6 and is paid 100% Retainer Fee up to end of Month 7 whereupon the Agreement terminates</b></p>
<b>3</b>	<b>Following a Review at any time within the initial 6 month period of continuous absence from that particular injury or illness or any consequential injury or illness arising from it, a Determination is made (at any time within that initial 6 month period) that the injury or illness is career ending</b>	<b>Player shall be given not less than four weeks notice before end of Month 6 and paid 100% Retainer Fee up to end of Month 7 whereupon the Agreement terminates</b>
<b>4</b>	<b>Following a Review</b>	<b>Player shall be given not less</b>

	<p>between months 7 to 9 of continuous absence from that particular injury or illness or any consequential injury or illness arising from it, a Determination is made that injury or illness is career ending</p>	<p>than four weeks notice before end of month 9 and paid 100% Retainer Fee up to the end of the notice period whereupon the Agreement terminates.</p>
5	<p>Following a Review between months 7 to 9 of continuous absence from that particular injury or illness or any consequential injury or illness arising from it, a Determination is made that the injury or illness will take longer than 9 months before the Player is declared Fit to Play</p>	<p>a) Player shall receive 100% of Retainer Fee for first nine months reduced to 25% of Retainer Fee in Month 10 and beyond <u>OR</u>  b) Player shall be given not less than 4 weeks notice before the end of month 9 and paid 100% Retainer Fee up to the end of the notice period whereupon the Agreement terminates.</p>
6	<p>Following a Review on or at any time after 12 months of continuous absence from injury or illness without the Player having been passed Fit to Play at any time during such absence a Determination is made that the Player remains not Fit to Play</p>	<p>a) Player shall continue to receive Retainer Fee at the level then being paid until further Review  b) Player shall be given not less than 4 weeks notice and during the course of this four week notice period the Player shall receive 100% Retainer Fee up to the end of the notice period (notwithstanding for the avoidance of doubt that immediately prior to service of notice he was receiving 25% of Retainer Fee) whereupon the Agreement</p>

		<b>terminates.</b>
<b>7</b>	<b>During the rehabilitation period the Players suffers an unrelated injury that prolongs the period of absence beyond his being declared Fit To Play in respect of his original injury</b>	<p><b>a) The injury shall be treated as a new and separate injury and the Player shall receive his Retainer Fee in accordance with the above Examples so long as he has been determined Fit To Play in respect of the original injury within six months from the date of the original injury and provided that any overlapping period of absence during which he is not Fit to Play as a result of the second injury is taken into account</b></p> <p><b>b) Upon the expiry of 12 months continuous absence (inclusive of the period of absence for the original injury and unrelated injury) without the Player having been passed Fit to Play at any time during such absence a Determination is made that the Player remains not Fit to Play, the Player shall be given not less than 4 weeks notice and paid 100% Retainer Fee up to the end of the notice period whereupon the Agreement terminates.</b></p>

The following steps as set out in the appropriate example in the table above shall be taken in all cases giving rise to a claim for sick pay pursuant to clause 28 of this Agreement:

**Medical Reviews:**

Following a Review being carried out before the end of month 6 of continuous absence from the particular injury or illness and a Determination being made, the IRFU shall at its discretion determine the option it wishes to exercise as set out in the table above. In the event that the IRFU should choose to give notice to the Player and terminate the Agreement then such notice shall be effective from the date the notice is given in accordance with the Notice provisions in Clause 72 of this Agreement

Following a Review being carried out between months 7-9 of continuous absence from the particular injury or illness, as applicable, and a Determination being made, the IRFU shall at its discretion determine the option it wishes to exercise as set out in the table above. In the event that the IRFU should choose to give notice to the Player and terminate the Agreement then such notice shall be effective from the date the notice is given in accordance with the Notice provisions in Clause 72 of this Agreement.

**Termination:**

Any notice to terminate the Agreement as provided for in the table above shall be subject to the provisions of clause 15.3 and 15.4 of this Agreement in respect of the Player's right to make submissions to the IRFU concerning his medical condition prior to the expiry of the notice period and/or any dispute arising therefrom.

**SCHEDULE 4**  
**PERSONAL ACCIDENT INSURANCE**

Personal Accident Cover for Contracted Players for the payment of benefits (as specified below) for death/permanent total disability from any occupation (including playing the Game) including the loss of or loss of use of limb(s), loss of sight and accidental death or bodily injury while playing training or travelling at the request of the IRFU, subject always to Underwriters terms and conditions  
(Further details are available on request)

Insured Person: All Player, contracted to the IRFU for the duration of such contract within the period of insurance.

Insurers: Aviva

Renewal Date: Renewed annually on 1<sup>st</sup> August

Operative Time: 24 Hours

Benefits: (i) *Following Sickness/Illness Only*

Death within 24 months of the onset of illness	€820,000
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Loss of use of one limb or the sight of one eye	€410,000
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Loss of use of two limbs or the sight of two eyes or one limb/one eye	€820,000
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Permanent Total Disability from rugby only – 3 times basic salary excluding bonus subject to a maximum of	€350,000
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(ii) *Following Accident*

Death within 24 months	€1,100,000
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Loss of use of one limb or the sight of one eye	€550,000
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Loss of use of two limbs or the sight of two eyes or one limb/one eye	€1,100,000
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Permanent Total Disability from any or every  
occupation including rugby €1,820,000

\* Permanent Total Disability from rugby only – 3 times basic salary excluding bonus subject to a maximum of €350,000.

\* The Permanent Total Disability benefit from rugby (three times basic salary subject to maximum of €350,000) will be adjusted downwards according to the player's age at the time of accident/illness according to the following scale:-

All Individuals excluding Front Row Players

Up to and including 26 years of age 100% payable

Age 27	80% payable
Age 28	55% payable
Age 29	40% payable
Age 30/31	25% payable
Age 32	15% payable
Age 33 and over	10% payable

Front Row Players

Up to and including 29 years of age 100% payable

Age 30	80% payable
Age 31	60% payable
Age 32	40% payable
Age 33	25% payable
Age 34	15% payable
Age 35 and over	10% payable

Notes:

- (i) Maximum benefit payable to one individual by policies held by IRFU with Aviva regardless of cause is €2,200,000.
  
- (ii) Maximum total benefit payable by insurers to all individuals arising from one event in respect of all IRFU policies held with the Aviva is subject to maximum of €20m.

- (iii) Pre-existing injuries/illnesses are excluded unless they have been declared and have been properly cleared by IRFU doctors.
- (iv) Injuries/illness caused by the use of drugs or other substances in violation of IRFU Anti-Doping Rules are excluded.
- (v) The Permanent Total Disability benefit is payable once twelve months has elapsed from the date of accident/onset of illness following medical examination proving that a recovery is unlikely. The insurers reserve the right to defer payment if an improvement is expected within reasonable time.



**SCHEDULE 5**  
**EMPLOYERS LIABILITY INSURANCE**

Employers liability insurance, which will provide indemnity to the IRFU in respect of liability for claims made by employees for illness or injuries sustained in the course of their employment. Cover extends to include liability in connection with or arising out of first aid and includes employees based in Northern Ireland.

Limit of Indemnity – any one occurrence (inclusive of costs) €13M

Geographical Limits – worldwide subject to any proceedings against the IRFU being brought in a court within Ireland, or the United Kingdom.

Cover subject to Underwriters conditions and exclusions.

**SCHEDULE 6**

**Irish Rugby Football Union**

**Player Code of Conduct**



**Effective 1<sup>st</sup> July 2019**

Irish Rugby Football Union  
10 /12 Lansdowne Road,  
Dublin 4.

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## **1. INTRODUCTION**

### **1.1 Commencement**

Each of the provisions of this Code shall commence in operation from 1<sup>st</sup> July 2019.

### **1.2 Objectives**

**(a)** The IRFU's core values are Respect, Integrity, Inclusivity, Fun and Excellence; values which are displayed most prominently by Irish Rugby players, both on and off the field. In order for the IRFU to achieve its strategic goals of expanding participation, developing elite success and engaging fans, it is crucial that its players remain true to these values in their conduct both on and off the field.

**(b)** This Code aims to ensure that the IRFU's core values, good reputation and positive behaviours are maintained by its players.

**(c)** More specifically, the objects of the Code in no particular order are to:

- (i) promote and strengthen the positive image of Rugby and its participants in Ireland;
- (ii) establish standards of performance and behaviour to ensure that elite professional players act in a professional and proper manner and to ensure that the Game is played and conducted with discipline and good sporting behaviour;
- (iii) deter any conduct that could damage the Game of Rugby by impairing public confidence in the honest and orderly conduct of matches and competitions or in the integrity and good character of the players having regard to acceptable community standards;
- (iv) to assist and further the efforts of the IRFU as far as possible in the promotion and development of the Game; and
- (v) to provide for the enforcement of these standards of conduct by ensuring that every Player is liable to effective and fair sanctions that accurately reflects the gravity of a Player's behaviour if they are found to have breached the Code.

### **1.3 Definitions**

Defined terms used in this Code shall have the same meaning as those same terms are defined in the current version of the Collective Agreement.

### **1.4 Amendments and Interpretation**

**(a)** The Code may only be amended by written agreement between the IRFU and Rugby Players Ireland or as required by Irish legislation.

**(b)** The Code includes any Appendix or Schedule annexed hereto.

- (c) Words in the singular include the plural and vice versa.
- (d) Headings used in the Code are for convenience only and do not control or affect the meaning or construction of any provision of the Code.
- (e) Where an expression is defined, any part of speech or grammatical form of that expression has the corresponding meaning.
- (f) Words used to denote persons generally or importing a natural person include any company, organisation or other entity (whether or not the body is incorporated).
- (g) Reference to "including" and similar words are not words of limitation.
- (h) Where reference is made to time, that reference will be taken to be a reference to the time in Dublin, Ireland.
- (i) In the interpretation of a provision of the Code, the interpretation that will be best achieve the Objects is to be preferred to any other interpretation.

## **1.5 Application**

Subject to anything in the Code that indicates otherwise, the Code applies to all Players who have signed a Player Contract or who have been selected in any other capacity to provide Playing Services.

## **2. GENERAL OBLIGATIONS**

### **2.1 General Prohibitions**

A Player must not at any time:

- a) engage in conduct which would reasonably bring the Player into disrepute, discredit or censure;
- b) engage in any conduct which, if publically known, would reasonably be held to:
  - (i) be detrimental to the best interests, image and welfare of the Game, the IRFU, any Provincial Branch, or any squad, team, competition or tournament; and/or
  - (ii) bring the Game, the IRFU, any Provincial Branch, or any squad, team, competition or tournament into disrepute, discredit or censure; and/or
  - (iii) be in breach of any of the specific obligations to which the Player is subject under this Code, set out in Rule 3 below.
- c) It is acknowledged and accepted that a Player may become aware of certain wrongdoings by those involved in the Game, the IRFU, any Provincial Branch, or any squad, team, competition or tournament and a Player may wish to make a disclosure regarding same pursuant to the Protected Disclosures Act 2014, as amended (a 'Protected Disclosure'). For the avoidance of doubt, a Protected Dis-

closure shall not be a breach of this Code or the Player Contract/Collective Agreement.

## **2.2 General Duty**

- (a) Subject to section 2.1(c), a Player must so far as practicable do all things reasonably necessary to promote the reputation of the Game and/or the IRFU and/or their Province and to take reasonable steps to prevent the Game and/or the IRFU and/or their Province from being brought into disrepute, discredit or public criticism.
  
- (b) In addition to a Player's contractual obligations under their Player Contract/Collective Agreement, a Player is responsible for:
  - I. their own behaviour and actions at all times;
  - II. being aware of and complying with this Code, including the specific obligations in Rule 3;
  - III. being a law abiding (a) citizen in his country of residence and (b) visitor when not in his country of residence
  - IV. ensuring his behaviour is consistent with the values of the IRFU, being Respect, Integrity, Inclusivity, Fun and Excellence;
  - V. treating all persons involved in the Game fairly and with respect; and
  - VI. acting in the best interests of the Game at all times.

## **2.3 Past Conduct and Disclosure**

- (a) Prior to entering into a Player Contract/Collective Agreement, a Player must disclose any charges and convictions relating to any criminal offence (other than an offence under the Road Traffic Acts not involving a custodial sentence (whether or not suspended) received by the Player in the twenty four (24) months prior to entering into the Player Contract; and/or
  
- (b) Without in any way limiting the obligation of the Player to comply with Rule 2.3 (a), the IRFU will assist the Player's compliance with Rule 2.3(a) providing an acknowledgment form (the content of which is to be agreed between the IRFU and Rugby Players Ireland from time to time) to be completed and signed by the Player prior to the time of entering into the Player Contract, setting out, amongst other things, the obligation to disclose any circumstances contemplated by Rule 2.3(a).

### **3. SPECIFIC OBLIGATIONS**

#### **3.1 Breach of Player Contract**

- (a) A Player's Contract of Employment/Agreement includes the requirement to comply with this Code.
- (b) Any breach of this Code by a Player will be dealt with in accordance with the disciplinary process as set out in Part XII of the Collective Agreement.

#### **3.2 Match Conduct**

A Player must not:

- (a) repeatedly breach the Laws of the Game relating to Foul Play or Misconduct (as those terms are defined in World Rugby Regulations);
- (b) abuse, threaten or intimidate a referee, touch judge or other match official, whether on or off the field, or a selector, coach, manager or other team official;
- (c) show unnecessary obvious dissension, displeasure or disapproval towards a referee, touch judge or other match official, his or her decision or generally following a decision of a match official; or
- (d) use crude or abusive language or gestures towards referees, touch judges or other match officials or spectators.

#### **3.3 Discrimination, Harassment & Bullying**

- (a) All forms of bullying, harassment and discrimination are prohibited in the Game and/or by the IRFU.
- (b) *Bullying* is repeated, inappropriate behaviour directed towards a person, or a group of people because of their gender; sexual orientation, race; civil status; age; disability; religion; family status; membership of the travelling community, that creates a risk to their health and safety.
- (c) *Harassment* occurs when someone is made to feel intimidated, insulted or humiliated because of their gender; sexual orientation, race; civil status; age; disability; religion; family status; membership of the travelling community; or some other characteristic specified under anti-discrimination or human rights legislation.
- (d) *Discrimination* occurs when someone, or a group of people, is treated less favourably than another person or group because of their gender; sexual orientation, race; civil status; age; disability; religion; family status; membership of the travelling community; or some other characteristic specified under anti-discrimination or human rights legislation.
- (e) Every Player must:
  - (i) Not do anything which may reasonably be deemed to constitute bullying, harassment or discrimination against:
    - (1) another Player;
    - (2) an IRFU or Provincial Branch employee or contractor;
    - (3) a referee, touch judge or other match official;
    - (4) a selector, coach, manager or other team official;

- (i) take reasonable steps to prevent discrimination, harassment and bullying from occurring in their workplace;
  - (ii) make the relevant Team Manager or the Provincial Branch Manager (as appropriate) aware of any conduct or behaviour which is causing concern or offence to others; and
  - (iii) save for a Protected Disclosure, maintain complete confidentiality of any matter if they are involved in any such complaint, either as a witness, alleged perpetrator or complainant.
- (f) As provided for in the Player Development Programme and outlined in the Social Media Policy, without being exhaustive, any disrespectful behaviour on Social Media towards a person or group, because of their gender, sexual orientation, race, civil status, age, disability, religion, family status, membership of the travelling community, or physical appearance is prohibited under clause 3.3.

### **3.4 Comment**

Save for a Protected Disclosure,

- (a) A Player must not make any comment in public, and whether written, televised or otherwise, that would reasonably be held to:
  - (i) be detrimental to the best interests, image and welfare of the Game, the IRFU, any Province, or any squad, team, competition or tournament; or
  - (ii) bring into disrepute, discredit or censure any Player (including the Player themselves), the Game, the IRFU, any Province, or any squad, team, competition or tournament.

where a reasonable person should have known that such comment could be reported in the media.

- (b) A Player must not make any comment in public, whether written, televised or otherwise that would reasonably be held to:
  - (i) be critical of the performance of a match official, Player, team official, coach or employee or officer of the IRFU or any Province; or
  - (ii) be on any matter which has been, is, or is likely to be, the subject of a police investigation; a disciplinary process under the Code; or under any rules or regulations of World Rugby, the IRFU, or any other competition organiser or Rugby Body.

where a reasonable person should have known that such comment could be reported in the media.

### **3.5 Alcohol**

A Player should, when consuming alcohol:

- (i) during any function or activity organised by, arranged by, or on behalf of the IRFU; and/or
- (ii) otherwise in public,



conduct themselves in an appropriate and respectable manner.

### **3.6 Match Tickets**

Players are responsible for all match tickets allocated to them and a Player must not in any way be involved in the sale of a ticket to a Match at a price higher than the face value of the ticket.

### **3.7 Other Codes and Policies**

- (a) A Player must comply with all other IRFU, Provincial and/or World Rugby codes and policies issued from time to time
- (b) Where a Player's misconduct or breach of the Player Code of Conduct also amounts to a breach of other applicable rules, such as, without prejudice to the generality of the foregoing, the rules of World Rugby, Six Nations Rugby Limited, ERC Limited or the Anti-Doping Rules, then any disciplinary action taken pursuant to clause 16.1 of the Collective Agreement shall not prejudice or limit any other right or remedy which the proponent of those rules may have in relation to such breach, including, without limitation, through the operation of the regulations, bye-laws, directives or resolutions of World Rugby, Six Nations Rugby Limited, ERC Limited or Sport Ireland from time to time.

## **4. INVESTIGATIONS & COOPERATION**

- (a) In any suspected breach of the Code, the IRFU or a Provincial Branch must:
  - (i) investigate a Player for a breach of a provision of the Code by carrying out such enquiries, investigations, examinations and interviews as are considered appropriate;
  - (ii) appoint a person or persons to investigate a Player for a potential or actual breach of the Code;
  - (iii) provide the findings of an investigation to Rugby Players Ireland
  - (iv) establish a committee to hear any matters that may be referred to, or reported to, the IRFU or the said Branch, and to make such decision or decisions as it thinks fit in accordance with the disciplinary process and procedures provided for in the Collective Agreement.
  - (v) Any player affected by a decision of a Provincial Branch or its disciplinary or other committees may appeal that decision in accordance with the disciplinary process and procedures provided for in the Collective Agreement.

### **4.2 Duty to Co-operate**

Every Player (whether or not they are suspected of a breach of the Code) must cooperate fully with any investigation by the IRFU (or its delegate), and/or a Provincial Branch under the Code.

### **4.3 Duty to Fully Investigate**

The Provincial Branch and/or the IRFU (or its delegate) must, where reasonably practicable, interview all relevant parties and witnesses when conducting an investigation and must make all of their investigation records available to the Player and/or Rugby Players Ireland as relevant.

#### **4.4. Special Procedure for Alleged Criminal Behaviour**

- (a) Where a Player's behaviour or conduct is under investigation by the police or another body, the Code will only apply after a full police investigation and any prosecution arising from the investigation has been concluded.
- (b) The IRFU has the discretion to suspend a Player on full pay (at the Player's Base Salary) pending the completion of an investigation and any prosecution arising from that investigation on the provision that:
  - (i) the Player has been charged with a criminal offence (other than an offence under the Road Traffic Acts not involving a custodial sentence (whether or not suspended));
  - (ii) the alleged criminal behaviour that the Player has been investigated of, if publicly known, would significantly adversely affect or discredit the Player, the Game, or Rugby Body;
  - (iii) the IRFU believes that it is in the best interests of the Player, the Game and/or the Player's Provincial Branch for the Player to be suspended on full pay until the completion of any investigation and any prosecution arising from the investigation (including any appeal by the Player) or for any shorter period if the IRFU considers it appropriate; and
  - (iv) on the completion of any criminal proceedings that render the Player not guilty, the Player will be back paid any and all entitlements including Match payments and allowances that the Player would have otherwise been paid had they not been suspended unless the conduct which lead to the initiation of the criminal proceedings amounts to gross misconduct as defined in the Player's contract/Collective Agreement. [The value of the Match payments and allowances which would have been paid to the Player but for the suspension described in this Rule 4.4(b) must be agreed between the IRFU and Rugby Players Ireland, both parties acting reasonably].

#### **5. RIGHT TO CONTACT RUGBY PLAYERS IRELAND**

In any disciplinary or grievance procedure, the Player shall be entitled to be accompanied and represented by his chosen colleague or Rugby Players Ireland representative, should he so desire, provided such colleague or representative would not be a potential witness in the procedure or was otherwise involved in the incident or matter the subject of the procedure.

#### **6. CONFIDENTIALITY**

- (a) Subject to Clause 7, each of the following parties must keep confidential all information in relation to a potential or actual breach of the Code, unless disclosure has been agreed to by Rugby Players Ireland and the IRFU or as required by law:
  - (i) Players and their agents;
  - (ii) the IRFU (and Provincial Branch as relevant);
  - (iii) Rugby Players Ireland

and each of the employees, agents and representatives (including legal representatives), as relevant, of (i) (ii) and (iii). For the avoidance of doubt, the

IRFU may make a public statement in relation to any potential breach of the Code provided it does so in accordance with Rule 7.

- (b) Any player or person who discloses information to the IRFU about a Player allegedly breaching the Code must have their identity kept confidential unless:
  - (i) the disclosing player or person consents to the information being disclosed; or
  - (ii) the identity of the disclosing player or person is required to be disclosed by law.
  
- (c) The IRFU may require any person to sign a Deed of Confidentiality prior to directly disclosing to that person:
  - (i) any information concerning the alleged breach of the Code;
  - (ii) any documentation or evidence concerning any alleged breach of the Code; or
  - (iii) any other matter concerning any proceeding under the Code.

## **7. MEDIA PROTOCOLS**

When dealing with the media, the IRFU, Rugby Players Ireland and any Provincial Branch (if relevant) will consult with each other and in good faith, make reasonable efforts to agree to the content and nature of all media disclosures in relation to a matter concerning any proceeding under the Code (or a matter that could be subject to the Code).

## **8. MISCELLANEOUS**

- (a) Any notice given or made to a Player under the Code must be sent either via post or email to the Player's address/ email address on file with the IRFU and/or the Provincial Branch at the relevant time.
  
- (b) Any notice given or made to the IRFU under the Code must be sent via email or delivered by registered post or by hand to:

IRISH RUGBY FOOTBALL UNION  
10/12 Lansdowne Road,  
Dublin 4

- (c) The Code is to be construed subject to the laws of the Republic of Ireland. If any provision of the Code is inconsistent with any applicable legislation which may not be contracted out of, then the terms of the applicable legislation will prevail, and the Code will be inoperative to the extent of any inconsistency.

**SCHEDULE 7  
SENIOR CONTRACT**

**(IRFU Letterhead)**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date:** \_\_\_\_\_

The Irish Rugby Football Union having its registered office at 10-12 Lansdowne Road, Ballsbridge, Dublin 4 (the 'IRFU') has agreed to employ you and you have agreed to accept employment as a professional rugby union player on the terms, and subject to the conditions, set out in this contract (the 'Senior Contract') and the collective agreement made between the IRFU and Rugby Players Ireland (the 'Collective Agreement'), as amended and/or renewed from time to time in accordance with the provisions of the Collective Agreement .

Some of the terms used in this document are defined in the Collective Agreement, as provided to you. You should ensure that you read both of these contracts carefully as they detail your full rights and obligations.

These contracts constitute the employment agreement under which you agree to provide your Employment Services to the IRFU and your assigned Provincial Team for a specified period of time. You and the IRFU shall become parties to this Senior Contract, and you shall be bound to the terms and conditions of the Collective Agreement as applicable to a Player on a Senior Contract, by completing and executing this document. By entering into same, you acknowledge that the IRFU has relied upon all information provided by you prior to the date of this Senior Contract, and you warrant that you are under no restriction preventing you from playing, and are qualified to play, for the National and/or Provincial Team as appropriate.

In addition to the terms contained in this fixed term Senior Contract, you are also subject to other important terms and conditions which apply to all Players as set out in the Collective Agreement. .

For the avoidance of doubt, should the Term of the Collective Agreement expire without renewal during your Senior Contract, then the terms and conditions of the expired Collective Agreement shall continue to apply to your Senior Contract until such time as the Collective Agreement is renewed, if at all.

In consideration of the remuneration and benefits provided for in this Senior Contract and the Collective Agreement, you, the Player, shall fulfil and comply with all your obligations to the IRFU in accordance with the terms and subject to the conditions set out therein.

### **PLAYER WARRANTIES**

- (i) The Player warrants that he has disclosed to the IRFU prior to the signing of this Senior Contract, any medical condition or injury of which he is aware and which could render him unavailable for selection for any Match. The Player hereby consents to his medical records being furnished to the IRFU's medical advisors for the purpose of assessing his ability to enter into and fulfil his obligations under this Senior Contract.
- (ii) Save as expressly disclosed by the Player in writing on or before the execution hereof, the Player warrants that in entering into this Senior Contract he is not and will not be in breach of any agreement with or obligations owed to any third party, including any current or previous employer and the Player shall disclose to the IRFU before the commencement of this Senior Contract the existence of any such agreement or obligation.
- (iii) The Player shall not, for the duration of this Senior Contract, enter into with a club or any other third party any agreement, arrangement or understanding, or undertake any obligations inconsistent with or detrimental to the terms of this Senior Contract or to the Player's obligations hereunder, regarding the playing of the Game or any matter related directly or indirectly thereto save as may be permitted by the IRFU.
- (iv) The IRFU shall have no liability whatsoever or howsoever arising, in respect of any breach or breaches of any club or other third party agreement or understanding entered into by the Player whether or not the IRFU was on notice of the existence or terms of any such agreement(s) or understanding(s) or consented thereto in accordance with warranty (iii) above.
- (v) For the avoidance of doubt, these warranties are without prejudice to such other warranties provided for in the Collective Agreement.

## **INDIVIDUAL TERMS AND CONDITIONS**

### **1 Conditions Precedent:**

The Commencement of this Senior Contract is conditional upon:

- (a) **Release of Medical Information:** you agree (by signing and returning this Senior Contract) to the release and use of your medical records, including your past injury, illness and rehabilitation history and information resulting from the medical examination under paragraph (b) below, to the IRFU and your assigned Provincial Team (and any third party as necessary) for the purpose of the medical assessment under paragraph (b) below; You further agree and consent to the disclosure of medical information regarding injuries or illnesses suffered during the Term of this Senior Contract once disclosed strictly in accordance with the Injury Reporting Framework at Schedule 12 of the Collective Agreement.
- (b) **Medical Fitness Examination:** you undertaking a medical fitness examination as directed by the IRFU and your assigned Provincial Team, and the IRFU being satisfied (acting reasonably) that as at the date you accepted this offer you are fit to train and play.

For the avoidance of doubt, should you fail to release your medical information and the IRFU not be satisfied (acting reasonably) that you are fit to train and play, this Senior Contract shall not come into effect unless stated otherwise in writing by the IRFU.

### **2. TERM**

2.1 This employment contract shall commence on the [•] day of [•] 201[•] (the "Commencement Date"), and shall continue until the [•] day of [•] 201[•] ("the Termination Date"). No previous period of employment with the IRFU or any other employer shall be treated as continuous employment with the IRFU.

2.2 The Unfair Dismissals Acts 1977 to 2001 shall not apply to a termination of the Player's employment consisting only of the expiry of this Senior Contract without its being renewed.

### **3 Assigned Provincial Team:**

Your assigned Provincial Team is \_\_\_\_\_. Your place of work shall be \_\_\_\_\_ or such other places and venues as the IRFU and your assigned Provincial Team shall reasonably determine. You may be required to travel, both nationally and/or internationally, as part of your duties.

#### **4 Remuneration:**

##### **Retainer Fee:**

##### **Payments:**

All payments will be made in equal monthly instalments, in arrears. In addition to the Retainer Fee and Payments, you shall be paid such bonuses or fees, including Tour fees, as may be applicable in respect of Matches or Tours, as set out in Schedule 2 of the Collective Agreement or as otherwise agreed between the IRFU and Rugby Players Ireland.

#### **GENERAL TERMS AND CONDITIONS**

The IRFU and Rugby Players Ireland are parties to the Collective Agreement and the terms and conditions of your employment are also set out in that Collective Agreement. This Senior Contract is made subject to that Collective Agreement.

If you are a member of Rugby Players Ireland, the subscription fees payable by you, as notified in advance by Rugby Players Ireland, will be deducted by the IRFU from your pay. We encourage you to make contact with Rugby Players Ireland to discuss the benefits of becoming a member of this organisation.

The Collective Agreement sets out the parties' rights and obligations of employment. Some of the relevant terms and conditions which will apply to you are as follows but for the avoidance of doubt this is not a definitive list:

- You will provide Playing Services to the IRFU to the best of your ability and as directed.
- You will adhere to and abide by the Player Code of Conduct.
- You may perform Personal Commercial Activities but only as provided for in Part VII of the Collective Agreement to which you should refer before agreeing to perform any such promotional activity.
- This Senior Contract may be terminated by the IRFU and you in certain circumstances. For more information about termination you should refer to Part III of the Collective Agreement.

- Your hours of work will be determined by the applicable weekly team or training schedule.
- Your primary place of work will be your team base or other location as required to meet your obligations under this contract. You may be required to travel, both nationally and/or internationally, as part of your duties.
- You are entitled to certain benefits in the event of illness or injury. For more information about these rights you should refer to Part IV of the Collective Agreement.
- Your annual leave and all Leave entitlements are set out in Part IV of the Collective Agreement.
- Any employment problems or disputes will be resolved using the problem resolution provisions of the Collective Agreement. For more information about problem resolution you should refer to Part II and Part IX of the Collective Agreement.

### **Acceptance**

This is a significant legal document, and you are encouraged to get independent legal advice prior to entering into it.

If you agree to the terms of this Senior Contract, you also agree to abide and adhere to the terms of the Collective Agreement, and you should sign below where indicated.

By signing this contract, you acknowledge that you have been advised to seek independent legal advice about the terms and conditions of this offer and have had sufficient time to do so. You also indicate that you understand and accept the terms of the offer of employment set out above and as outlined in the Collective Agreement.

Date: \_\_\_\_\_ Player

Date: \_\_\_\_\_ For and on behalf of the IRFU



Appendix I

1. NAME: \_\_\_\_\_

2. PROVINCIAL TEAM: \_\_\_\_\_

3. ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. TELEPHONE NO: \_\_\_\_\_

5. PPS/SOCIAL SECURITY NO/: \_\_\_\_\_

(Unless already held by Union)

6. DATE OF BIRTH: \_\_\_\_\_

7. PAYMENTS WILL BE MADE DIRECTLY INTO YOUR BANK A/C

Please give the following bank details:

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

Bank Sort Code: \_\_\_\_\_

Account Number: \_\_\_\_\_

8. YOUR PAYSリップ WILL BE E-MAILED TO YOU ON A MONTHLY BASIS (EXCEPT ULSTER BRANCH PLAYERS)

- Please provide e-mail address for payslip to be sent to:

\_\_\_\_\_

- Please provide 4 digit PIN for accessing this e-mail: \_\_\_ \_\_\_ \_\_\_ \_\_\_

9. NEXT OF KIN:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_

Relationship \_\_\_\_\_

(Spouse / Mother / Father etc)

10. INCOME LEVY

For income levy purposes, can you confirm if you are a holder of a medical card?

Yes    •            No        •

If yes, please provide proof of medical card to HR.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE 8  
ACADEMY CONTRACT**

**(IRFU Letterhead)**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date:** \_\_\_\_\_

The Irish Rugby Football Union having its registered office at 10-12 Lansdowne Road, Ballsbridge, Dublin 4 (the 'IRFU') has agreed to employ you and you have agreed to accept employment as a professional rugby union player on the terms, and subject to the conditions, set out in this contract (the 'Academy Contract') and the collective agreement made between the IRFU and Rugby Players Ireland (the 'Collective Agreement'), as amended and/or renewed from time to time in accordance with the provisions of the Collective Agreement .

Some of the terms used in this document are defined in the Collective Agreement, as provided to you. You should ensure that you read both of these contracts carefully as they detail your full rights and obligations.

These contracts constitute the employment agreement under which you agree to provide your Employment Services to the IRFU and your assigned Provincial Academy for a specified period of time (referred to as 'the Academy Contract'). You and the IRFU shall become parties to this Academy Contract, and you shall be bound to the terms and conditions of the Collective Agreement as applicable to a Player on an Academy Contract, by completing and executing this document.

The primary purpose of the Academy Contract is to encourage the Player's development in Rugby Union through participation in the Provincial Academy, with the objective of the Player progressing to the level where he may be offered a Senior Contract with the IRFU. As part of your progression the IRFU may also request that you participate in the Irish Rugby Sevens programme or such other programme as may be appropriate. For the avoidance of doubt, the Player may decline such request if there are legitimate reasons for him to do so. If the parties

are not agreed as to the legitimacy of the reasons for such declinature the matter shall be referred to the CEO of the IRFU.

By entering into same, you acknowledge that the IRFU has relied upon all information provided by you prior to the date of this Academy Contract, and you warrant that you are under no restriction preventing you from playing, and are qualified to play, for any national representative team and/or Provincial Academy as appropriate.

In addition to the terms contained in this fixed term Academy Contract, you are also subject to other important terms and conditions as set out in the Collective Agreement.

For the avoidance of doubt, should the Term of the Collective Agreement expire without renewal during your Academy Contract, then the terms and conditions of the expired Collective Agreement shall continue to apply to your Academy Contract until such time as the Collective Agreement is renewed, if at all.

In consideration of the remuneration and benefits provided for in this Academy Contract and the Collective Agreement, you, the Player, shall fulfil and comply with all your obligations to the IRFU in accordance with the terms and subject to the conditions set out therein.

#### **PLAYER WARRANTIES**

- (i) The Player warrants that he has disclosed to the IRFU prior to the signing of this Academy Contract, any medical condition or injury of which he is aware and which could render him unavailable for selection for any Match. The Player hereby consents to his medical records being furnished to the IRFU's medical advisors for the purpose of assessing his ability to enter into and fulfil his obligations under this Academy Contract.
- (ii) Save as expressly disclosed by the Player in writing on or before the execution hereof, the Player warrants that in entering into this Academy Contract he is not and will not be in breach of any agreement with or obligations owed to any third party, including any current or previous employer and the Player shall disclose to the IRFU before the commencement of this Academy Contract the existence of any such agreement or obligation.
- (iii) The Player shall not, for the duration of this Academy Contract, enter into with a club or any other third party any agreement, arrangement or understanding, or undertake any obligations inconsistent with or detrimental to the terms of this Academy Contract or to the Player's obligations hereunder, regarding the playing of the Game or any matter related directly or indirectly thereto save as may be permitted by the IRFU.

- (iv) The IRFU shall have no liability whatsoever or howsoever arising, in respect of any breach or breaches of any club or other third party agreement or understanding entered into by the Player whether or not the IRFU was on notice of the existence or terms of any such agreement(s) or understanding(s) or consented thereto in accordance with warranty (iii) above.
- (v) For the avoidance of doubt, these warranties are without prejudice to such other warranties provided for in the Collective Agreement.

## **INDIVIDUAL TERMS AND CONDITIONS**

### **1 Conditions Precedent:**

The Commencement of this Academy Contract is conditional upon:

- (a) **Release of Medical Information:** you agreeing (by signing and returning this Academy Contract) to the release and use of your medical records, including your past injury, illness and rehabilitation history and information resulting from the medical examination under paragraph (b) below, to the IRFU and your assigned Provincial Academy (and any third party as necessary) for the purpose of the medical assessment under paragraph (b) below; You further agree and consent to the disclosure of medical information regarding injuries or illnesses suffered during the Term of this Academy Contract once disclosed strictly in accordance with the Injury Reporting Framework at Schedule 12 of the Collective Agreement.
- (b) **Medical Fitness Examination:** you undertaking a medical fitness examination as directed by the IRFU and your assigned Provincial Academy and the IRFU being satisfied (acting reasonably) that as at the date you accepted this offer you are fit to train and play.

For the avoidance of doubt, should you fail to release your medical information and the IRFU not be satisfied (acting reasonably) that you are fit to train and play, this Academy Contract shall not come into effect unless stated otherwise in writing by the IRFU.

### **2. TERM**

2.1 This employment contract shall commence on the [●] day of [●] 201[●] (the "Commencement Date"), and shall continue until the [●] day of [●] 201[●] ("the Termination Date"). No previous period of employment with the IRFU or any other employer shall be treated as continuous employment with the IRFU.

2.2 The Unfair Dismissals Acts 1977 to 2001 shall not apply to a termination of the Player's employment consisting only of the expiry of this Academy Contract without its being renewed.

### **3 Assigned Provincial Academy:**

Your assigned Provincial Academy is \_\_\_\_\_. Your place of work shall be \_\_\_\_\_ or such other places and venues as the IRFU and your assigned Provincial Academy shall reasonably determine. You may be required to travel, both nationally and/or internationally, as part of your duties.

### **4 Remuneration:**

#### **Retainer Fee:**

#### **Payments:**

All payments will be made in equal monthly instalments, in arrears. In addition to the Retainer Fee and Payments, you shall be paid such bonuses or fees, including Tour fees, as may be applicable in respect of Matches or Tours, as set out in Schedule 2 of the Collective Agreement or as otherwise agreed between the IRFU and Rugby Players Ireland.

### **GENERAL TERMS AND CONDITIONS**

The IRFU and Rugby Players Ireland are parties to the Collective Agreement and the terms and conditions of your employment are also set out in that Collective Agreement. This Academy Contract is made subject to that Collective Agreement.

For the avoidance of doubt, the following provisions of the Collective Agreement will not apply to you;

- Clause 8.9
- Clause 9
- Clause 19.3 (until applicable by reason of selection)
- Clause 21.3 (until applicable by reason of selection)
- Schedule 2 (until applicable by reason of selection)
- Schedule 14 (until applicable by reason of selection)

The Collective Agreement sets out the parties' rights and obligations of employment. Some of the relevant terms and conditions which will apply to you are as follows but for the avoidance of doubt this is not a definitive list:

- You will provide Playing Services to the IRFU to the best of your ability and as directed. For the avoidance of doubt you acknowledge and accept that in the best interests of your development, the IRFU may direct you to participate in the National Sevens Team or such other suitable programme as appropriate. However, the Player may decline such request if there are legitimate reasons for him to do so. If the

parties are not agreed as to the legitimacy of the reasons for such declinature the matter shall be referred to the CEO of the IRFU.

- You will adhere to and abide by the Player Code of Conduct.
- You may perform Personal Commercial Activities but only as provided for in Part VII of the Collective Agreement to which you should refer before agreeing to perform any such promotional activity.
- This Academy Contract may be terminated by the IRFU and you in certain circumstances. For more information about termination you should refer to Part III of the Collective Agreement.
- Your hours of work will be determined by the applicable weekly team or training schedule deemed reasonable suitable and appropriate for an Academy Player. You acknowledge and accept that in the interests of player welfare, the IRFU may direct you not to play for your club or any other team at certain times during the term of the Academy Contract.
- Your primary place of work will be your team base or other location as required to meet your obligations under this contract. You may be required to travel, both nationally and/or internationally, as part of your duties.
- You are entitled to certain benefits in the event of illness or injury. For more information about these rights you should refer to Part IV of the Collective Agreement.
- Your annual leave and all Leave entitlements are more particularly set out in Part IV of the Collective Agreement.
- Any employment problems or disputes will be resolved using the problem resolution provisions of the Collective Agreement. For more information about problem resolution you should refer to Part II and Part IX of the Collective Agreement.





Appendix I

1. NAME: \_\_\_\_\_

2. PROVINCIAL TEAM: \_\_\_\_\_

3. ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. TELEPHONE NO: \_\_\_\_\_

5. PPS/SOCIAL SECURITY NO/: \_\_\_\_\_

(Unless already held by Union)

6. DATE OF BIRTH: \_\_\_\_\_

7. PAYMENTS WILL BE MADE DIRECTLY INTO YOUR BANK A/C

Please give the following bank details:

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

Bank Sort Code: \_\_\_\_\_

Account Number: \_\_\_\_\_

8. YOUR PAYSリップ WILL BE E-MAILED TO YOU ON A MONTHLY BASIS (EXCEPT ULSTER BRANCH PLAYERS)

- Please provide e-mail address for payslip to be sent to:

\_\_\_\_\_

- Please provide 4 digit PIN for accessing this e-mail: \_\_\_ \_\_\_ \_\_\_ \_\_\_

9. NEXT OF KIN:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_

Relationship \_\_\_\_\_

(Spouse / Mother / Father etc)

10. INCOME LEVY

For income levy purposes, can you confirm if you are a holder of a medical card?

Yes    •        No        •

If yes, please provide proof of medical card to HR.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE 9  
SEVENS CONTRACT**

**(IRFU Letterhead)**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date:** \_\_\_\_\_

The Irish Rugby Football Union having its registered office at 10-12 Lansdowne Road, Ballsbridge, Dublin 4 (the 'IRFU') has agreed to employ you and you have agreed to accept employment as a professional rugby union player on the terms, and subject to the conditions, set out in this contract (the 'Sevens Contract') and the collective agreement made between the IRFU and Rugby Players Ireland (the 'Collective Agreement'), as amended and/or renewed from time to time in accordance with the provisions of the Collective Agreement .

Some of the terms used in this document are defined in the Collective Agreement, as provided to you. You should ensure that you read both of these contracts carefully as they detail your full rights and obligations.

You and the IRFU shall become parties to this Sevens Contract by completing and executing this document. The primary purpose of the Sevens Contract is to encourage the Player's development in Rugby Union through participation in the Sevens Programme, with the objective of the Player progressing to the level where he be selected on the Sevens National Team.

By entering into same, you acknowledge that the IRFU has relied upon all information provided by you prior to the date of this Sevens Contract, and you warrant that you are under no restriction preventing you from playing, and are qualified to play, for the Sevens National Team.

In addition to the terms contained in this fixed term Sevens Contract, you are also subject to other important terms and conditions specified in the Collective Agreement. For the avoidance of doubt, should the Term of the Collective Agreement expire without renewal

during your Sevens Contract, then the terms and conditions of the expired Collective Agreement shall continue to apply to your Sevens Contract until such time as the Collective Agreement is renewed, if at all.

In consideration of the remuneration and benefits provided for in this Sevens Contract and the Collective Agreement, you, the Player, shall fulfil and comply with all your obligations to the IRFU in accordance with the terms and subject to the conditions set out therein.

## **PLAYER WARRANTIES**

- (i) The Player warrants that he has disclosed to the IRFU prior to the signing of this Sevens Contract, any medical condition or injury of which he is aware and which could render him unavailable for selection for any Match. The Player hereby consents to his medical records being furnished to the IRFU's medical advisors for the purpose of assessing his ability to enter into and fulfil his obligations under this Sevens Contract.
- (ii) Save as expressly disclosed by the Player in writing on or before the execution hereof, the Player warrants that in entering into this Sevens Contract he is not and will not be in breach of any agreement with or obligations owed to any third party, including any current or previous employer and the Player shall disclose to the IRFU before the commencement of this Sevens Contract the existence of any such agreement or obligation.
- (iii) The Player shall not, for the duration of this Sevens Contract, enter into with a club or any other third party any agreement, arrangement or understanding, or undertake any obligations inconsistent with or detrimental to the terms of this Sevens Contract or to the Player's obligations hereunder, regarding the playing of the Game or any matter related directly or indirectly thereto save as may be permitted by the IRFU.
- (iv) The IRFU shall have no liability whatsoever or howsoever arising, in respect of any breach or breaches of any club or other third party agreement or understanding entered into by the Player whether or not the IRFU was on notice of the existence or terms of any such agreement(s) or understanding(s) or consented thereto in accordance with warranty (iii) above.
- (v) For the avoidance of doubt, these warranties are without prejudice to such other warranties provided for in the Collective Agreement.

## **INDIVIDUAL TERMS AND CONDITIONS**

### **1 Conditions Precedent:**

The Commencement of this Sevens Contract is conditional upon:

- (a) **Release of Medical Information:** you agreeing (by signing and returning this Sevens Contract) to the release and use of your medical records, including your past injury, illness and rehabilitation history and information resulting from the medical examination under paragraph (b) below, to the IRFU (and any third party as necessary) for the purpose of the medical assessment under paragraph (b) below; You further agree and consent to the disclosure of medical information regarding injuries or illnesses suffered during the Term of this Sevens Contract once disclosed strictly in accordance with the Injury Reporting Framework at Schedule 12 of the Collective Agreement.
- (b) **Medical Fitness Examination:** you undertaking a medical fitness examination as directed by the IRFU and the IRFU being satisfied (acting reasonably) that as at the date you accepted this offer you are fit to train and play.

For the avoidance of doubt, should you fail to release your medical information and the IRFU not be satisfied (acting reasonably) that you are fit to train and play, this Sevens Contract shall not come into effect unless stated otherwise in writing by the IRFU.

## **2. TERM**

- 2.1 This employment contract shall commence on the [●] day of [●] 201[●] (the "Commencement Date"), and shall continue until the [●] day of [●] 201[●] ("the Termination Date"). No previous period of employment with the IRFU or any other employer shall be treated as continuous employment with the IRFU.
- 2.2 The Unfair Dismissals Acts 1977 to 2001 shall not apply to a termination of the Player's employment consisting only of the expiry of this Sevens Contract without its being renewed.

## **3 Place of Work**

Your place of work shall be \_\_\_\_\_ or such other places and venues as the IRFU shall reasonably determine. You may be required to travel, both nationally and/or internationally, as part of your duties.

## **4. Remuneration:**

### **Retainer Fee:**

### **Payments:**

All payments will be made in equal monthly instalments, in arrears. In addition to the Retainer Fee and Payments, you shall be paid such bonuses or fees, including Tour fees, as

may be applicable in respect of Matches or Tours, as set out in Schedule 2 of the Collective Agreement or as otherwise agreed between the IRFU and Rugby Players Ireland.

## **GENERAL TERMS AND CONDITIONS**

The IRFU and Rugby Players Ireland are parties to the Collective Agreement and the terms and conditions of your employment are also set out in that Collective Agreement. This Sevens Contract is made subject to that Collective Agreement.

For the avoidance of doubt, the following provisions of the Collective Agreement will not apply to you;

- Clause 8.9
- Clause 9
- Clause 19.3 (until applicable by reason of selection)
- Clause 21.3 (until applicable by reason of selection)
- Schedule 2 (until applicable by reason of selection)

The Collective Agreement sets out the parties' rights and obligations of employment. Some of the relevant terms and conditions which will apply to you are as follows but for the avoidance of doubt this is not a definitive list:

- You will provide Playing Services to the IRFU to the best of your ability and as directed.
- You will adhere to and abide by the Player Code of Conduct.
- You may perform Personal Commercial Activities but only as provided for in Part VII of the Collective Agreement to which you should refer before agreeing to perform any such promotional activity.
- This Sevens Contract may be terminated by the IRFU and you in certain circumstances. For more information about termination you should refer to Part III of the Collective Agreement.
- Your hours of work will be determined by the applicable weekly team or training schedule.
- Your primary place of work will be your team base or other location as required to meet your obligations under this contract. You may be required to travel, both nationally and/or internationally, as part of your duties.
- You are entitled to certain benefits in the event of illness or injury. For more information about these rights you should refer to Part IV of the Collective Agreement.





Appendix I

1. NAME: \_\_\_\_\_

2. PROVINCIAL TEAM: \_\_\_\_\_

3. ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. TELEPHONE NO: \_\_\_\_\_

5. PPS/SOCIAL SECURITY NO/: \_\_\_\_\_

(Unless already held by Union)

6. DATE OF BIRTH: \_\_\_\_\_

7. PAYMENTS WILL BE MADE DIRECTLY INTO YOUR BANK A/C

Please give the following bank details:

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

Bank Sort Code: \_\_\_\_\_

Account Number: \_\_\_\_\_

8. YOUR PAYSリップ WILL BE E-MAILED TO YOU ON A MONTHLY BASIS (EXCEPT ULSTER BRANCH PLAYERS)

- Please provide e-mail address for payslip to be sent to:

\_\_\_\_\_

- Please provide 4 digit PIN for accessing this e-mail: \_\_\_ \_\_\_ \_\_\_ \_\_\_

9. NEXT OF KIN:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_

Relationship \_\_\_\_\_

(Spouse / Mother / Father etc)

10. INCOME LEVY

For income levy purposes, can you confirm if you are a holder of a medical card?

Yes    •            No        •

If yes, please provide proof of medical card to HR.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

## **SCHEDULE 10**

### **PLAYER IMAGE GUIDELINES**

The "Player Image Guidelines" are as follows:

- 1 For the purposes of this Agreement, the IRFU are committed to protecting the Player's Image and for the avoidance of doubt will use all reasonable efforts to ensure that the Player's Image shall only be used in his IRFU Capacity. The IRFU's collective association with any commercial activity shall be clear by the use of logos, emblems, badges or any other images, symbols or identifying features of the National Team, Provincial Team, the IRFU or Branch and/or other Players.
- 2 The IRFU shall not authorise use by any Sponsor of the Player's Image in isolation, and shall authorise such use only in relation to his IRFU Capacity and in conjunction with the appearances of at least two other players in the same image or footage.
- 3 The IRFU shall not authorise use by any Sponsor of the Player's Image in a manner that manifestly gives undue prominence to the Player as compared to the images of other players that are part of the same use or which is not connected with the Player's IRFU Capacity.
- 5 Save if the Player is during the relevant period the captain of the Provincial Team or the National Team, the IRFU shall not authorise manifestly disproportionate use by Sponsors of the Player's Image as compared to the images of other players.
- 6 The IRFU shall not authorise the manifestly disproportionate use of the Player's Image by any one Sponsor.
- 7 The IRFU shall not authorise the use by any Sponsor of the Player's signature or purported signature in conjunction with the Player's image.
- 8 where the Player or Rugby Players Ireland brings to the attention of the IRFU a corroborated report of a breach of these guidelines by a Sponsor or a third party, the IRFU shall investigate the matter in a timely manner, and, where the report is established as well founded, shall take such corrective action as appropriate to ensure these guidelines are met including, inter alia, the

issuance of a cease and desist letter.<sup>9</sup> For the purposes of use by the IRFU or a Sponsor of a Player's Image in still images and/or footage, Player consent will not be required where the image and/or footage is used in accordance with the guidelines set out above.

**SCHEDULE 11**

**Standard Exit Medical Form**

**IRFU Exit Medical Clearance Form**

**The purpose of the exit medical is to:**

- **Establish current injury / illness status.**
- **Outline any planned injury / illness management.**
- **Establish injury / illness history whilst under contract.**
- **Establish exit concussion history and mental function.**
- **Establish exit medical treatment plan for the Player if applicable.**

**Player Name:** \_\_\_\_\_ **Player Date of**

**Birth:** \_\_\_\_\_

**Doctor/Physio Name:** \_\_\_\_\_ **Date of**

**Examination:** \_\_\_\_\_

**Current Club:** \_\_\_\_\_ **New Club (if applicable):** \_\_\_\_\_

It is acknowledged and accepted that the sections of this Form completed by the Player are done so without the benefit of, or access to, his IRFU medical records, and are to the best of his recollection and belief.

**SECTION 1 (To be completed by Player)**

**Please document any current injuries / illnesses**

**SECTION 2 (To be completed by Team doctor/physiotherapist)**

**Please document the care plan associated with the current injuries / illnesses**

<b>If treatment is planned for the current injury, when will this occur?</b>	<b>Date</b>  <b>Nature of treatment:</b>
--	--

<b>CURRENT SEASON INJURIES</b>
--------------------------------

Please provide the requested information below regarding all injuries you sustained in the current season that required surgery, 4 or more weeks out of the game, or that you believe may require on-going medical treatment and/or assessment

Date of injury	Nature of injury	Treatment Received	Any information that you believe maybe relevant	Duration out of games	Treating Doctor/Physio (if other than team doctor or physio)



**PLAYER TO COMPLETE**

**PREVIOUS SEASONS INJURIES**

Please provide the requested information below regarding any significant injuries you sustained during your professional career or in the last 10years, whichever is the longer (but not including schoolboy level), i.e. injuries that required surgery or 8 or more weeks out of the game.

<b>Date of injury</b>	<b>Nature of injury</b>	<b>Treatment Received</b>	<b>Any information that you believe maybe relevant</b>	<b>Duration out of games</b>	<b>Treating Doctor/Physio (If other than team doctor / physio)</b>



**Concussion History during IRFU contract(s)**

Date of injury	Symptoms	No. of days until RTP	Diagnosed by	Investigations	Management/ treatment	Event at time of injury

**Concussion History during IRFU contact(s)**

Date of injury	Symptoms	No. of days until RTP	Diagnosed by	Investigations	Management/ treatment	Event at time of injury

Outcomes			
Do not complete when a player is transferring to another professional Club.			
Status	(Tick appropriate box)	Nature of Condition & Issue	Evaluation / Treatment / Management
Player has no obvious injury or illness requiring further management.			
Player has newly identified injury / illness requiring further follow-up – either evaluation and /or treatment.			Evaluation / treatment proposed:
Player has ongoing issue(s) due to rugby related injury / illness			Treatment planned, management advised:
Player has the following injuries / illnesses/ which could lead to future issues:			Management advised:
Other comments:			
<p>The IRFU provides medical cover for contracted players for one-year post retirement. All planned treatments must be carried out within 1 year of retirement.</p> <p style="text-align: center;"><b>THE IRFU WILL NOT COVER THE COST OF MEDICAL TREATMENTS INITIATED MORE THAN 1 YEAR POST RETIREMENT</b></p>			

**PLAYER EXIT MEDICAL CERTIFICATE**

Completed			
		<b>YES</b>	<b>NO</b>
SCAT:	Date completed:  Score:  Uploaded to Athlete Management System (AMS)		
Impact test:	Date completed:  Score:  Uploaded to AMS		
Neuropsychological assessment:	Details:  Report uploaded to AM		

<b>Reason for Exiting</b>				
<b>Retirement</b>	<b>Player release</b>	<b>Moving to another team</b>	<b>IRFU advised career ending medical</b>	<b>Player medical decision</b>

<p><b>PLAYER TO COMPLETE</b></p> <p>I believe that to the best of my recollection, without the benefit of, or access to, my IRFU medical records, that I have made <b>full disclosure</b> of past and present injuries/illnesses and my present health status.</p> <p><b>Player Name:</b></p> <p><b>Player Signature:</b></p> <p><b>Date:</b></p>
<p><b>IRFU DOCTOR/PHYSIOTHERAPIST TO COMPLETE</b></p> <p>I have read the completed Exit Medical Form for the above player and I certify that the information regarding illness / injuries is accurate and correct based on my review of the medical notes and representations from the player.</p> <p><b>Doctor/Physiotherapist Name:</b></p> <p><b>Doctor/Physiotherapist Signature:</b></p> <p><b>Date:</b></p>



**REVIEW POST FINAL GAME**

This section is to be completed in situations in which a player has already completed the full exit

medical and subsequently plays/trains prior to exiting.

Outcomes			
Post Game Status	(Tick appropriate box)	Nature of Condition	Evaluation / Treatment / Management
Player has no new obvious injury or illness requiring further management post final game.	<input type="checkbox"/>		
Player has newly identified injury / illness requiring further follow-up – either evaluation and /or treatment.	<input type="checkbox"/>		Evaluation / treatment proposed:
Other comments:			
I certify that I have made <b>full disclosure</b> of any issues post game.			
<b>Player Name:</b>		<b>Date:</b>	<b>Time:</b>
<b>Player Signature:</b>			
<b>Doctor/Physiotherapist Name:</b>			
<b>Doctor/Physiotherapist Signature:</b>			

**IRFU Medical Director**

**I have reviewed the completed exit medical form for the above player**

**Print Name:** \_\_\_\_\_ **Signature** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Player Medical Media Reporting Framework

### **Introduction:**

Injury reporting has always been an important element of professional sports, especially in team sports where there is a high degree of physicality. Injury reporting is not new or unique to rugby.

Fans have genuine concern over a players' wellbeing and their availability for the next game. The media have a duty to ask and the IRFU has a duty to ensure some accurate information is provided whilst respecting the Player's right to privacy and Data Protection rights.

Player welfare updates should balance the 'need to know' with the medical staff's and player's concerns in relation to player medical information in the public domain (ie player right to medical confidentiality).

Clearly a middle ground is required.

Lack of specificity can lead to speculation, injury diagnosing via the media and unconnected medical experts and the questioning the future careers of players and the professionalism of medical staff. In extreme cases it can lead to a suggestion of player welfare being mismanaged and could result in a distrust building within the media.

Players whilst free to discuss specific medical information at their own discretion are requested to refrain from confirming or providing details (through social media, interview or otherwise) about an injury or illness without prior consultation with the team Management and medical staff. Players should be aware that media will use information and images posted on social media to determine what injury has occurred. This can lead to inaccurate "diagnoses", which can undermine the professionalism of the medical staff, lead to speculation about a players return to play date and occasionally have a negative impact on a players future earning potential.

### ***Elements to consider include:***

- Implications of removing access to information that has been accessible for a long period.
- Argument that players are public figures and information is in the national interest.
- Lack of consensus across professional teams leading to inconsistency of information shared.
- Perception that serious injuries may be hidden – perceived lack of transparency.
- Striking a balance between specific information and protecting players & medics.
  
- Players right to medical confidentiality.
- Credibility of team management and medical teams.
- Input of IRFU Medical Department.
- Input of IRFU Performance Director re new Player Contract.
- Input of Rugby Players Ireland.

The challenge facing the IRFU, Team Management and the Players group is to find an acceptable way forward which does not have negative consequences for representative teams while also affording the players greater clarity over the dissemination of their medical information.

### **Purpose:**





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The purpose of these guidelines is to provide clarity to players, team management and medical staff about what and how medical information is disseminated to the media.

**Injury Reporting Framework:**

The suggested approach is to safeguard player information while limiting the likelihood that the player, IRFU and Representative teams are subject to inappropriate media speculation:

The following steps are proposed:

1. Adoption of non-specific Injury Language Bible (ILB) as a template/example for reporting injuries and RTP timelines to provide consistency (See attached), as appropriate.
2. Agreed lines of communication between player, team management and the media.
3. Medical staff will obtain player’s consent prior to any information being released to the media.
4. Players whilst free to discuss specific medical information at their own discretion are requested to refrain from confirming or providing details (through social media, interview or otherwise) about an injury or illness without prior consultation with the team management and medical staff.

**Injury Language Bible**

**Examples of Media Medical Terminology**

<b>INJURY</b>	<b>DESCRIPTIVE LANGUAGE</b>	<b>SUPPORTIVE LANGUAGE</b>
<b>SHORT TERM INJURIES (&lt;2 weeks)</b>		
HEAD	Suspected concussion	➤ Player was removed with a head injury and will continue to be monitored.
	Concussion	➤ Player will follow Graduation Return to Play protocols under supervision of team medics
	Laceration	➤ Player was treated for a laceration to the face/head ➤ No concussive symptoms observed ➤ Player will return to light training
CALF	Bruising	➤ Will partake in light training under supervision of team medics
HAMSTRING	Tightness	➤ Will not train today but it is hoped that he



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GROIN / THIGH	Tenderness	will train tomorrow/by X day
HIP / KNEE / ANKLE / FOOT	Soreness	➤ Will continue treatment with team medics and will not train today
SHOULDER / ELBOW / WRIST / HAND	Haematoma	➤ Will be sent for a scan to determine full extent of the injury
	Stinger	➤ Player will not be available for selection for up to X days/weeks
CHEST / BACK		
ILLNESS	FLU / COLD INFECTION	➤ Will be monitored by the medical team and partake in light training as appropriate.
<b>MEDIUM (2-6 weeks) LONG TERM (&gt; 6 weeks) INJURIES</b>		
	Ligament Damage	➤ Player's reaction to treatment will be monitored over the next few days
	Muscle Tear	➤ Following (further) consultation with the team medical staff a course of treatment will be determined
	Fracture/Break	➤ Player will undergo rehabilitation with the medical and fitness team and will not be available for selection for up to X days/weeks
	Dislocation	➤
		➤ Player will return to his province to continue his rehab
		➤ Consultation will take place with provincial medical team to determine best course of treatment

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**SCHEDULE 13**

**Social Media Guidelines**



**IRFU Professional Player**

**Social Media Guidelines**

**Introduction:**



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Social media enables Players to connect with supporters with unique content. However, it is important to be aware of the immediacy and permanence of content posted on social media platforms and the associated pitfalls and dangers.

### **Definition of Social Media**

Social media is the term given to all websites and/or online tools which allow users to interact with each other in some way (including blogs, forums, newsletters and social networking websites).

### ***Examples of social media:***

- ✿ Social networking websites (*Facebook, Twitter, Myspace, LinkedIn, Google+, WhatsApp, SnapChat*)
- ✿ Social bookmarking websites (*Facebook, Twitter, Pinterest, Tumblr, Reddit, Digg, Delicious*)
- ✿ Content sharing websites (*Flickr, Instagram, Soundcloud, YouTube, Periscope, Meerkat*)
- ✿ Blogs (*Twitter*)
- ✿ Podcasts (*audioboo*)
- ✿ Wikis
- ✿ Message boards (*boards.ie*)

## **1. Application of Social Media Policy Guidelines**

- 1.1 The Player Social Media Policy is in effect for the duration of the regular season and includes pre-season and any out-of-competition Club activities or tours.
- 1.2 Restrictions also apply to communiques between management and players regarding selection ahead of selection decisions being made public by Team Management.

## **2. General Guidelines**

- 2.1 It is important to remember that social media posts are an immediate record of your opinion broadcast directly to a wide and varied audience – all comments / photos / videos shared can be treated as public statements and are directly attributable to you. Retweets or sharing of third party opinion/footage is treated the same as expressing a personal view or an endorsement.
- 2.2 Players are representing not only themselves but Irish and Provincial Rugby and should understand that their comments / photos / videos will be seen and circulated not only by 'friends' but also by fans and media. The total audience should be considered when posting content.
- 2.3 Content posted by Players should not, at any time, bring the game into disrepute or negatively portray: team-mates, coaches, management, opposition, match officials, sponsors, the IRFU, Provincial Branches, administrators and others in the rugby community and the game in general.



CBA 1.14

- 2.4 Players' social media channels are the individual's responsibility and so is the content, either be it posted through personal accounts or by a third party administrator.
- 2.5 Sanctions for breaches of the team social media policy shall be dealt with in in the manner provided for in the Collective Agreement.

### **3. Team Environment Content**

- 3.1 In the interest of protecting sensitive team information and practices, it is **not** permitted to post information, imagery or video from the following areas (i) team room (ii) team meetings (iii) team gym sessions (iv) team training (v) team dressing rooms. The above criteria apply to all venues where the team may be located.
- 3.2 Imagery or videos can be posted from the following areas within the team environment; (i) team buses (outside of the moratorium) (ii) team flights & departure lounges (iii) public areas of team hotels (iv) Player bedrooms.
- 3.3 All Players selected in the match day 23, additional reserves involved in build-up on game day or additional travelling players with access to sensitive team information are subject to the moratorium. This is to protect players from accidentally or unintentionally contravening World Rugby Anti-Corruption regulations.
- 3.4 You should never post an image or video of a third party without consent.

### **4. Inside Information**

- 4.1 At no time should a Player share, either publicly or privately, sensitive team information via social media platforms. Sensitive team information includes squad selections, training teams, training content, squad injuries & medical treatments, tactical information, playing conditions or extracts from private consultations with coaches.
- 4.2 The sharing of sensitive team information via social media or any other platform may breach World Rugby Regulation 6 which relates to Anti-Corruption and Gambling in rugby.

### **5. Injury Reporting**

- 5.1 Players should be aware of the dangers of posting information and imagery related to injuries. Such information can be detrimental to team security and an individual's future earning potential.
- 5.2 Players should be aware that media will use injury information and imagery posted on social media to 'diagnose' injuries and return to play dates. This can call into question the professionalism of the medical staff aiding your rehabilitation when media use information shared on injuries to inaccurately 'diagnose' an injury and a players' return to play duration.



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- 5.3 It is strongly recommended that players do not post any details or images of injuries and restrict all social media interaction on injuries or medical procedures to acknowledgement of well-wishers only.

## **6. Moratorium**

- 6.1 A social media moratorium will be in operation from **6.00pm** the evening before kick-off of all representative matches and will stay in place until **12noon** the day after the game. During this period players are not permitted to engage publicly on social media platforms.
- 6.2 It is recommended that players actively sign-off with followers on social media platforms when the moratorium is due to come into effect and then proactively re-engage once the moratorium has passed.
- 6.3 The moratorium can be waived to mark key events or milestones as agreed in advance by Team Management and the Players Group.

## **7. Official Sponsors**

- 7.1 At no time, whether during the regular or off-season, should a player publish any comment to intentionally harm the reputation of an official Provincial or IRFU sponsor, their products or services or their marketing activity.
- 7.2 The current list of main Protected sponsors is set out in Schedule 1.
- 7.3 It is the responsibility of players to ensure they are aware of the full list of Provincial sponsors.

## **8. Personal Sponsors**

- 8.1 Players must not promote or endorse personal sponsors via social media while in official team apparel or in a way that creates an association between their activity and the Province or National Team.
- 8.2 If participating in social media activity on behalf of a personal sponsor who is also a Provincial sponsor please notify communications officer so that activity can be supported across provincial SM platforms.
- 8.3 Players must not wear Provincial colours while participating in personal sponsor activity
- 8.4 Before entering into any commercial undertaking in a 'personal capacity' players must be conscious of **Provincial main** commercial partners, and that in accordance with the Collective Agreement the players may not enter personal commercial arrangements with third parties who are competitors of a Province's Protected Sponsor.



**SCHEDULE 14**  
**SEVENS MATCH FEES AND WIN BONUSES**

<b>TOURNAMENT FEE</b>	<b>AMOUNT</b>
World Series Event	<b>€500</b>
Non World Series Event	<b>€250</b>