

# ***NEW ZEALAND RUGBY SUPPLEMENTS REGULATIONS***

EFFECTIVE FROM 1 FEBRUARY 2016

## **1. Introduction and Scope**

- 1.1 These Regulations have been developed and agreed between NZR and RPC, and are deemed to form a part of the Collective Agreement and the Memorandum of Understanding pursuant to clause 4.4 of the Collective Agreement. These Regulations apply to NZR, all Super Rugby Entities and all Mitre 10 Provincial Unions. All Teams, Players, employees, or persons otherwise engaged by NZR, Super Rugby Entities or Mitre 10 Provincial Unions are subject to, and must comply with, these Regulations.
- 1.2 Each person subject to these Regulations will act in good faith and in accordance, not only with the wording, but also with the objectives, intention and purpose of these Regulations.

## **2. Definitions**

The definitions set out below apply to these Supplements Regulations.

**Anti-Doping Rule Violation** means an anti-doping rule violation as defined in the NZR Anti-Doping Regulations (incorporating the Sports Anti-Doping Rules) as updated from time to time.

**Authorised Supplements** means Supplements that are issued or provided to a Player by NZR or the Super Rugby Entity, or the Provincial Union responsible for managing the Player's Team.

**Batch Tested** means to have had regular and repeated tests on multiple specimens of each batch of product carried out by an NZR-approved laboratory.

**Collective Agreement** means the current Collective Employment Agreement entered into between NZR and the RPC as amended or replaced from time to time.

**Designated Supplement Manager (or DSM)** means the person designated by the Super Rugby Entity, Provincial Union or NZR as applicable as the person responsible for managing the Supplements programme for that particular Organisation.

**Drug Free Sport** means Drug Free Sport New Zealand the agency established under the Sports Anti-Doping Act 2006 or any organisation that replaces that body.

**Independent Panel** means a panel of persons independent of the relevant Organisation appointed by the NZR CEO, which may, without limitation and at the NZR CEO's discretion, comprise:

- (a) an experienced legal practitioner;
- (b) an experienced medical practitioner, dietician or nutritionist;
- (c) an experienced strength and conditioning coach, or former professional Player.

**Judicial Officer** means a Judicial Officer appointed by NZR pursuant to the NZR Disciplinary Rules.

**Low-risk Supplement** means sports drinks and liquid meals marketed to the general public and available in general areas of supermarkets (rather than specific supplement areas), such as "Gatorade" and "Up&Go", together with such other products that NZR determines are low-risk from time to time (such as a fruit juice with added vitamin "C").

**Memorandum of Understanding** means the Memorandum of Understanding entered into between NZR and the RPC in relation to Women's Sevens Players including any replacement agreement applying to those players.

**National Teams** includes the All Blacks, Junior All Blacks, Maori All Blacks, New Zealand Under 20s, All Blacks Sevens, New Zealand Women's Sevens, and other Teams comprising Players that are administered by NZR.

**NZR** means the New Zealand Rugby Union Incorporated.

**NZR Integrity Manager** means the person or persons designated by NZR with responsibility to implement, monitor, and manage integrity initiatives such as these Regulations.

**Organisation** means NZR or a Super Rugby Entity or a Provincial Union.

**Personal Use Supplement** means any Supplement other than an Authorised Supplement.

**Provincial Union** means a Provincial Rugby Union affiliated to NZR that has a Team participating in the Mitre 10 Cup, or any competition that replaces the Mitre 10 Cup.

**Player** means a person who is covered by the Collective Agreement, Memorandum of Understanding or any other collective agreement between RPC and NZR, and includes a Contract Player as defined in the World Rugby Regulations.

**RPC** means the Rugby Players Collective Incorporated.

**Sponsorship Agreement** means an agreement whereby NZR, one or more Super Rugby Entities or one or more Provincial Unions receive benefits from the other party to the agreement such as cash, products, or discounts on products, in return for consideration including the right to associate with that Organisation or that Organisation's Team/s.

**Sponsorship Template** means the standard form document referred to in clause 9.2 as may be modified by NZR from time to time.

**Super Rugby Entity** means an entity responsible for the administration and management of a New Zealand-based Team competing in the Super Rugby Competition, or any competition that replaces the Super Rugby Competition.

**Supplement** means a product that is intended to supplement the human diet and bears or contains one or more of the following dietary ingredients; a vitamin, a mineral, a herb or other botanical, an amino acid, a dietary substance for use by humans to supplement the diet by increasing their total daily intake, or a concentrate, metabolite, constituent, extract, or combination of any of these ingredients.

**Supplements Advisory Panel** means the group of persons referred to in clause 10.

**Supplements Declaration** means the declaration form that a Player is required to complete in accordance with clause 6.

**Supplement Register** means the register to be maintained by each DSM in accordance with clause 7.1.

**Team** means any team that is bound by the Regulations and includes National Teams, Super Rugby Teams, and Mitre 10 Cup Teams.

**Team Management** means any person employed or otherwise engaged by NZR or a Super Rugby Entity or a Provincial Union as part of a management team to work directly with any Player, squad or Team and includes, without limitation, medical staff, nutritionists, physiotherapists, trainers, coaches and team managers.

### **3. Position Statement**

3.1 NZR supports the 'food first' message that Players should consume a varied, nutrient rich and complete diet, based largely around whole natural foods replete in carbohydrate, protein, quality fats and micronutrients.

3.2 NZR recognises that in addition to a complete diet the use of Supplements will occur and that it is important that such use is in accordance with best practice to minimise the risk of adverse consequences. Adverse consequences include risks to the health or performance of the Player, and risks that an Anti-Doping Rule Violation may occur.

#### **4. Designated Supplement Manager**

4.1 NZR and each Super Rugby Entity or Provincial Union as applicable will designate a member of management to be the DSM for each Team under its jurisdiction and control, responsible for managing that Team's Supplements programme, and advise the NZR Integrity Manager of the name of that DSM.

4.2 Each Team's DSM must ensure that all Players in that Team know who the DSM is.

4.3 Each DSM must ensure that all personnel that have a role in the administration of a Team's Supplements programme have a clear understanding of what their role is, and understand these Regulations.

4.4 The requirement to designate a DSM applies irrespective of whether an Organisation intends to provide Authorised Supplements to its Players or not.

#### **5. Education**

Each DSM must organise, in relation to their Team:

- (a) an annual education session to be presented by Drug Free Sport and attended by all Players and members of Team Management;
- (b) regular general education for Players and members of Team Management about nutrition (either one-on-one sessions or as part of a group);
- (c) for Players to be advised of their obligations under these Regulations upon first joining the Team;
- (d) such education sessions to be presented by NZR (or its nominee) to Players and members of Team Management, or sub-groups thereof, from time to time as directed by the NZR Integrity Manager;

- (e) maintenance of records of who attended the educational sessions referred to in clause 5(a), (b) and(c) above. Copies of these records must be made available to the NZR Integrity Manager upon request; and
- (f) players and members of Team Management to attend, take part in and complete education related to Supplements as reasonably directed by the DSM or the NZR Integrity Manager.

### **6. Use**

- 6.1 NZR does not have, and Super Rugby Entities or Provincial Unions shall not have or be required to have, an expectation or requirement that a Player must use Supplements even if provided by NZR, a Super Rugby Entity, or Provincial Union as an Authorised Supplement.
- 6.2 Any Authorised Supplements that are provided to a Player by NZR, a Super Rugby Entity, or Provincial Union must be provided free of charge.
- 6.3 Each DSM must take reasonable steps to ensure that Authorised Supplements provided to their Team are safe to use. Except in relation to Low-risk Supplements, these steps include, but are not limited to:
  - (a) Researching and staying informed of, the contents, risks and benefits of each proposed Authorised Supplement;
  - (b) Checking the contents of the Authorised Supplement with Drug Free Sport. Any statements provided by Drug Free Sport in relation to an Authorised Supplement must be made available to the DSM's Team's Players and Team Management;
  - (c) Researching the supplier of the Authorised Supplement, and the manufacturer if the supplier is not the manufacturer; and
  - (d) Having all Authorised Supplements Batch Tested before they are provided to Players, provided however that the requirement in this clause 6.3(d) does not come into force until the first anniversary of the effective date of these Regulations. In the meantime, NZR strongly encourages the use of Batch Tested products wherever practicable, and requires that each DSM must make it clear to their Team's Players which products have, and which products have not, been Batch Tested.

- 6.4 Notwithstanding clause 6.3(d), DSMs will not be required to have a particular Authorised Supplement Batch Tested where:
- (a) He or she has fully researched the product and its source;
  - (b) He or she has reasonably determined that the risk of the product containing a prohibited substance is so low that Batch Testing is not warranted; and
  - (c) The Supplements Advisory Panel accepts that the requirements of clause 6.4(a) and (b) have been satisfied and considers that the product falls into a category where the Batch Testing requirement might reasonably be dispensed with, which categories include vitamin supplements, fish oils, and such other categories as the Panel reasonably determines, having consulted the RPC.
- 6.5 In terms of New Zealand's Sports Anti-Doping Rules, Players are ultimately responsible for any Prohibited Substance found in their samples, even where those Prohibited Substances come from contaminated Supplements, including Authorised Supplements.
- 6.6 Players may take Personal Use Supplements provided that they first take the following steps in relation to Supplements that are not Low-risk Supplements:
- (a) Advise their Team's DSM of the Personal Use Supplements they propose to take;
  - (b) Research the contents of and stay informed of, the risks and benefits of that Supplement;
  - (c) Check the contents of the Supplement with Drug Free Sport; and
  - (d) Research the company or manufacturer being used.
- 6.7 Each DSM will ensure that all Players in their Team are aware of their obligations under clause 6.6, and that taking Personal Use Supplements without having fulfilled those obligations will constitute a breach of these Regulations.
- 6.8 Any Player who takes Personal Use Supplements without complying with clause 6.6 above breaches these Regulations. This is irrespective of whether the DSM has complied with his or her obligations under clause 6.7, provided however that if the DSM has not ensured that the Player is aware of his or her obligations under clause 6.6, this will be

taken into account when the NZR CEO or his or her nominee decides whether or not to deal with a breach by way of misconduct proceedings and, if misconduct is established, when determining what sanction will be imposed.

- 6.9 All Players are required to complete, and each DSM is required to ensure their Team's Players complete, a Supplements Declaration as soon as practicable after first assembling with a Team each year, and must notify their DSM of any Personal Use Supplements they are taking in accordance with clause 6.6.
- 6.10 Each DSM must provide guidance and assistance to any Player declaring a Personal Use Supplement to him/her pursuant to clause 6.6.
- 6.11 NZR will provide a template for the Supplements Declaration form, but Super Rugby Entities, Provincial Unions and NZR Teams are able to modify and customise that form, provided that it continues to contain all information reasonably required by the DSM and NZR Integrity Manager.

### **7. Recordkeeping**

- 7.1 Each DSM is required to maintain a Supplement Register that provides a reasonable record of all Supplements ordered by or on behalf of the Team, or that are issued or provided to a Player in their Team. The Supplement Register should include:
  - (a) Supplement name;
  - (b) Manufacturer name;
  - (c) Ingredient list;
  - (d) Batch number;
  - (e) Instructions for use;
  - (f) Source of product;
  - (g) The records of who attended educational sessions referred to in clause 5(d);
  - (h) The Supplements Declarations referred to in clause 6.9 (or copies of);



- (i) Records of any changes to the Supplements Declarations that the Player notifies him of; and
- (j) Any specific requests for advice regarding Supplements received from Players.

7.2 DSMs are not required to record ingredient lists or batch numbers for Low-risk Supplements on the Supplement Register, but are still required to record that his/her organisation has ordered these products, and/or supplied them to Players.

### **8. Storage**

8.1 Each DSM must ensure that all Supplements to be supplied to their Team's Players are stored in a safe and secure environment.

8.2 Prior to dispensing any Supplement, each DSM must control and restrict access to the Supplements to the DSM and any person that the DSM authorises.

### **9. Sponsorship**

9.1 Each DSM must notify the NZR Integrity Manager of any Sponsorship Agreements that their Team or Organisation is proposing to enter into with Supplement manufacturers, distributors or providers.

9.2 Prior to entering into a Sponsorship Agreement with a Supplement manufacturer, distributor or provider, an Organisation's DSM must complete and send a copy of the Sponsorship Template to the NZR Integrity Manager. Where the Sponsorship Template contains commercially sensitive information, the NZR Integrity Manager, and the Supplement Advisory Panel must treat that information as confidential and not use or disclose that information for any purpose not expressly contemplated by these Regulations. The Supplement Advisory Panel will review the completed Sponsorship Template and provide advice to the DSM within five working days. For the avoidance of doubt, a Super Rugby Entity, Provincial Union or NZR is not required to obtain the approval of the Supplement Advisory Panel to enter into any Sponsorship Agreement. If the Supplement Advisory Panel advises against the Sponsorship Agreement, or advises the relevant organisation of concerns with the proposed agreement or a party to the agreement, the Super Rugby Entity, Provincial Union or NZR must make this advice available to the Players in the relevant Team if it is decided to enter into the agreement notwithstanding the advice.

### **10. Supplement Advisory Panel**

10.1 The Supplement Advisory Panel consists of three or more of the following, as nominated by NZR from time to time:

- (a) NZR Medical Director;
- (b) NZR Integrity Manager;
- (c) NZR High Performance Player Development Manager;
- (d) A National Team Nutritionist; and
- (e) A High Performance Sport New Zealand Nutritionist.

10.2 The Supplement Advisory Panel is available to provide advice on an ad hoc basis to DSMs and to Teams on:

- (a) Supplement use and nutrition; and
- (b) Prospective Supplement Sponsorship Agreements or supply agreements.

10.3 The Supplement Advisory Panel will convene teleconferences or other meetings from time to time with DSMs. DSMs must participate in these teleconferences or other meetings, unless reasonable notice has not been provided or other reasonable grounds for non-attendance exist and are disclosed to the Panel.

10.4 The Supplement Advisory Panel will carry out its functions in a discreet and confidential manner.

### **11. Transition between environments**

11.1 The NZR Integrity Manager will make available to each DSM a list of all the DSMs and their contact details.

11.2 DSMs must communicate as appropriate with other DSMs in respect of Players or groups of Players that have or will be transitioning from Provincial Union to Super Rugby (or vice versa), or from either Provincial Union or Super Rugby to a National Team environment. In particular, if a Player wants to use, or a DSM wants a Player to use, Authorised Supplements provided by a Team other than the one that the Player is currently assembled with then the DSM from the organisation that supplied the Authorised Supplement must give written notice to the DSM of the Team that the Player is transitioning to, and the two DSMs must discuss this with each other.

### **12. Reporting**

- 12.1 Super Rugby Entities, Provincial Unions and NZR will cooperate with and provide in a timely fashion all information requested by the NZR Integrity Manager to enable that person to monitor and enforce these Regulations.
- 12.2 Each DSM is required to provide a written report at least annually to their Board, and provide a copy of that report to the NZR Integrity Manager within seven days of it being provided to the Board, on the Team's compliance with the Supplements Regulations.
- 12.3 Each DSM is required to provide access to, or a copy of, the records maintained under clause 5.1(e) and clause 7 to the NZR Integrity Manager upon request.
- 12.4 Each DSM is required to provide timely advice to the NZR Integrity Manager regarding:
  - (a) Who within their organisation is authorised to access Supplements in accordance with clause 8; and
  - (b) Any changes in the staff involved in the Organisation's Supplement programme.
- 12.5 Organisations must advise the NZR Integrity Manager if they intend changing their DSM, or in the case of NZR, any of its DSMs, before such change occurs.
- 12.6 Each DSM is required to report to the NZR Integrity Manager as soon as practicable if he or she becomes aware of any non-compliance with these Regulations, or if non-compliance is suspected. Any other person employed by or engaged by NZR, a Super Rugby Entity or a Provincial Union, and any Player that is aware of, or suspects, non-compliance with the Regulations must report this as soon as practicable to the NZR Integrity Manager (either directly or through an intermediary).

### **13. Confidentiality**

Information about a Player or other person that is provided under these Regulations must not be disclosed unless authorised and required by these Regulations or World Rugby Regulations, required by law, or that person otherwise consents.

### **14. Breach**

- 14.1 A Player breaches these regulations where he or she fails to comply with any obligation, restriction or requirement imposed on him or her by the Regulations. Breaches by Players will be dealt with in accordance with clause 14.6;
- 14.2 An Organisation will be deemed to have breached these Regulations where it, a Team under its jurisdiction and control, or an employee, or person otherwise engaged by it (including a DSM), fails to comply with any obligation, restriction, or requirement imposed on it or them by the Regulations. Breaches by Organisations will be dealt with in accordance with clause 14.3. For the avoidance of doubt NZR will not bring breach proceedings against any individual (other than a Player), but will instead bring all proceedings against that individual's Organisation.
- 14.3 If the NZR Integrity Manager, or any other person authorised under the NZR Constitution to consider an allegation of breach of these Regulations, concludes, after due inquiry, that an Organisation has committed a breach of these Regulations, that person may impose the penalties set out in clause 15, as applicable, in respect of each such breach.
- 14.4 Where the NZR Integrity Manager or any person authorised under the NZR Constitution to consider an allegation of breach of these Regulations considers that it is appropriate, for instance given the seriousness of the alleged breach, the complexity of the matter, a potential conflict of interest, or other material reason, the NZR CEO, on the request of the NZR Integrity Manager, may refer the matter to a Judicial Officer or an Independent Panel for determination of whether or not a breach has occurred and, if a breach has occurred, an appropriate sanction.
- 14.5 For the purposes of this clause 14, "due inquiry" will require the NZR Integrity Manager (or Judicial Officer or Independent Panel as applicable) to consider any explanation provided by the Organisation concerned and otherwise comply with the principles of natural justice and procedural fairness. In all other respects the NZR Integrity Manager (or other person or panel as applicable) will have the power to regulate his, her or its own procedure.
- 14.6 If the NZR Integrity Manager considers, on the basis of the information available to him or her, that a Player has breached these Regulations, then he or she will refer the matter to the NZR CEO or his or her nominee to be dealt with as an allegation of Misconduct or Serious Misconduct under the provisions of the Collective Agreement or

Memorandum of Understanding (as applicable). For the avoidance of doubt, if, following the process set out in the Collective Agreement (or Memorandum of Understanding if applicable), NZR determines that such breach does not constitute Misconduct or Serious Misconduct, no sanction will be imposed against the Player.

- 14.7 Any action taken by NZR in relation to these Regulations will not affect NZR's ability to take action under NZR's Anti-Doping Regulations, even if that action relates to the same or related circumstances.

## 15. Sanctions

15.1 The NZR Integrity Manager (or Judicial Officer or Independent Panel as applicable) may impose the following sanctions for breach of these Regulations (other than a breach by a Player):

15.1.1 Substantive Breach: a fine of up to \$5,000 in relation to any breach of the Regulations other than those described in clause 15.1.2.

15.1.2 Administrative Breach: a fine of up to \$2,000 in relation to any of the following breaches of these Regulations;

(a) a failure to maintain records as required under clause 7; or

(b) a failure to provide information requested under clause 12;

15.1.3 Continuing Breach: a fine of up to \$2,000 per month when the breach continues after the NZR Integrity Manager (or Judicial Officer or Independent Panel) determines the initial breach has occurred, up to the date the breach is remedied;

15.1.4 a fine as set out in clauses 15.1.1 or 15.1.2 suspended for a period of up to one year, and payable only if the Organisation commits another breach of these Regulations before the end of the period of suspension; and/or

15.1.5 a warning or reprimand.

15.2 In order to determine the appropriate sanction applicable in each case, the NZR Integrity Manager (or Judicial Officer or Independent Panel) will determine the relative seriousness of the offence by taking the aggravating and mitigating features of the offending set out in clause 15.3 and 15.4 into account and shall detail the effect of such factors on the final sanction in the written decision.

15.3 Aggravating features relating to a breach of these Regulations shall include the following:

- (a) Where the Organisation, and/or the individual concerned, has a high degree of fault in relation to the breach;
- (b) Where the Organisation has previously committed any other breach under these Regulations;
- (c) Where the health or welfare of a Player has been endangered, or a Player has been exposed to an increased risk of breaching NZR's Anti-doping Regulations;
- (d) Where the breach is prolonged or widespread, or is not remedied in a timely fashion after being brought to the Organisation's attention;
- (e) Where the Organisation, or individual concerned, has not cooperated with any investigation and/or the process under these Regulations; and/or
- (f) Any other aggravating factor(s) that the NZR Integrity, Judicial Officer or Independent Panel considers relevant and appropriate.

15.4 Mitigating features relating to a breach of these Regulations shall include the following:

- (a) Where the Organisation, and/or the individual concerned, has a low degree of fault in relation to the breach;
- (b) The presence and timing of an acknowledgement of culpability/wrongdoing and/or remorse by the Organisation and individual concerned;
- (c) The previous good record of the Organisation in relation to these Regulations;
- (d) Where the Organisation, or any individual engaged by the Organisation, including a Player, has been subject to a sanction imposed under the NZR Anti-Doping Regulations in relation to the same or related circumstances;
- (e) Any other mitigating factor(s) that the NZR Integrity Manager or Judicial Officer or Independent Panel considers relevant and appropriate.

15.5 For the avoidance of doubt, where a fine and/or costs award is imposed against an Organisation, then such fine must be paid to NZR within a

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reasonable time period specified by the NZR Integrity Manager or Judicial Officer or Independent Panel, and if not so paid may be deducted by NZR from any funding or payment due from NZR to the Organisation.