

ELITE XV COMPETITION MEMORANDUM OF UNDERSTANDING

Between

New Zealand Rugby Promotions Ltd

and

Rugby Players Collective Incorporated

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Part 1 – Basic Terms

1. Introduction

- 1.1 New Zealand Rugby Promotions Ltd (**NZRPL**) is a wholly owned subsidiary of the New Zealand Rugby Union Inc. (**NZRU**) which is a member of World Rugby. NZRPL will employ Players, other than those selected to the New Zealand Black Ferns and employed directly by the NZRU, who are selected to play in teams in the Elite XV Competition.
- 1.2 NZRPL recognises the Rugby Players Collective (**RPC**) as the official representative of its members (being New Zealand professional Rugby players). The RPC represents the interests of the New Zealand Rugby Players Association.
- 1.3 In entering into this Memorandum of Understanding, NZRPL and the RPC recognise the need to align the parties' interests and combine their respective strengths, in the spirit of partnership, and record:
- (a) The parties recognise and agree to adhere to their obligations of good faith.
 - (b) The parties will consult with each other about any matter which either party considers may materially affect their relationship or the Players covered by this Memorandum of Understanding.
 - (c) The parties recognise the importance of this Memorandum of Understanding being monitored as a part of the spirit of partnership.
 - (d) Neither party may contract out of, undermine, or act contrary to any provisions of this Memorandum of Understanding. In particular, no party may enter into, or attempt to enter into, any arrangement pursuant to which a Player might be required to surrender any of the rights given to her under this Memorandum of Understanding.
 - (e) the parties acknowledge that observing the values set out in the Rugby Way is in their mutual interests and the best interests of the Game.

2. Parties

- 2.1 This Memorandum of Understanding is between:
- (a) NZRPL; and
 - (b) RPC.
- (the NZRPL and the RPC together are referred to as the **parties**).

3. Term

- 3.1 This Memorandum of Understanding will be deemed to have come into force on 1 November 2021 and will continue until 31 December 2022 (the **Term**) or such other date as coincides with the expiry of the Collective Employment Agreement. Each calendar year ending 31 December from the commencement of the Term shall be referred to as a **Contract Year**.

4. Variation

- 4.1 The parties recognise that circumstances may arise which make it desirable to vary this Memorandum of Understanding including as a result of a settlement of the Collective Employment 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 seven (7) 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 be agreed by the parties.
- 4.2 This Memorandum of Understanding refers to a few protocols and regulations that have been, or will be, developed and agreed between the parties. These documents (only insofar as they apply to this Memorandum of Understanding and Players) are deemed to form part of this Memorandum of Understanding, and include:
- (a) NZRU Betting and Anti-Corruption Regulations;
 - (b) NZRU Player Eligibility and Player Movement Regulations;
 - (c) NZRU Supplements Regulations; and
 - (d) NZRU Illicit Drugs Policy.

5. Coverage

- 5.1 This Memorandum of Understanding contains the terms and conditions of employment for all Players who are parties to an Elite XV Contract (or such other title as may be agreed in future) in accordance with Appendix 1.
- 5.2 For the avoidance of doubt, the Memorandum of Understanding does not apply to any female age group representative side or Players who are parties to a Black Ferns Contract or a Black Ferns Interim Contract.

6. The Employment Environment

- 6.1 Players will be employed to provide Employment Services to teams competing in the Elite XV Competition.
- 6.2 The parties recognise that:
- (a) the nature of the employment relationship created pursuant to this Memorandum of Understanding is that of part-time, fixed term employment;
 - (b) when Players are required to perform Employment Services, they must be retained pursuant to the terms of an Elite XV Contract.
 - (c) the operational requirements of NZRU for the Competition are such that fixed term employment arrangements are necessary, and that nothing in this Memorandum of Understanding will be interpreted to give rise to an expectation that any such fixed term will lead to further employment;
 - (d) the Playing Contracts created pursuant to this Memorandum of Understanding are fixed term employment agreements established on reasonable grounds taking into account NZRPL's genuine business needs

(and therefore acknowledged by the parties as meeting the requirements of section 66 of the Employment Relations Act 2000).

- 6.3 NZRPL may, by using the Elite XV Contract at Appendix 1, enter into an employment relationship with a Player.

Part 2 – Assembly

7. Assembly

- 7.1 A Player retained pursuant to an Elite XV Contract may be required to assemble to provide her Employment Services.
- 7.2 For the purposes of this Memorandum of Understanding, Assembly shall constitute the following activities where a Player is required to assemble to provide her Employment Services:
- (a) Preparing for, and playing, a match for a Team;
 - (b) Preparation and Training Camps (which includes, but is not limited to, trainings, meetings, planning sessions);
 - (c) Travel to and from a Preparation and Training Camp, match or Promotional Activity;
 - (d) Promotional Activities within a period of Assembly; and
 - (e) Attendance at official functions.
- 7.3 For the avoidance of doubt, a Player may only be required to Assemble while she is employed on an Elite XV Contract.

8. Schedule of Assembly

- 8.1 The Schedule of Assembly for 2022 will be as follows:

Thursday 24th February	Elite XV Pre-Season Week Begins
Sunday 27 th February	Elite XV Pre-Season Week Ends
Monday 28 th February	NZR confirms additional 2 Black Ferns Players to 2022 Squad per MOU
Thursday 3 rd March	Round Robin Round 1 Assembly Period Begins
Saturday 5th March	Round Robin Round 1 Match Day
Sunday 6 th March	Round Robin Round 1 Assembly Period Ends
Thursday 10 th March	Round Robin Round 2 Assembly Period Begins
Saturday 12th March	Round Robin Round 2 Match Day
Sunday 13 th March	Round Robin Round 2 Assembly Period Ends

Thursday 17 th March	Round Robin Round 2 Assembly Period Begins
Saturday 19th March	Round Robin Round 3 Match Day
Sunday 20 th March	Round Robin Round 3 Assembly Period Ends
Thursday 24 th March	Final Assembly Period Begins – Top 2 Round Robin teams only
Saturday 26th March	Final Match Day
Sunday 27 th March	Final Assembly Period Ends

8.2 The Schedule of Assembly for 2023 will be based on the same programme as set out in clause 8.1 with the dates to be confirmed by NZRPL following Consultation with the RPC by 30 September 2022. Any Player assembled in breach of these provisions will be entitled to an additional payment of \$1250 for each proven breach (which is to be paid from outside the Player Payment Pool) and the NZRU will ensure that:

- a) The Assembly provisions will be built into the Competition Manual and/or Competition Regulations;
- b) The Competition Manual and/or Competition Regulations will specify that any breach of Assembly provisions will constitute a breach of the Code of Conduct; and
- c) It will investigate and take proportionate action to remedy any proven breach either against the Club or individuals responsible for the breach as appropriate.

9. Pre-Season

9.1 Pre-Season in 2022 will be defined as the period from 27th January 2022 until 27th February 2022.

- (a) Super Clubs may schedule up to one (1) match (pre-season match) of up to 4 consecutive days of assembly (to include Saturday and Sunday) prior to the commencement of the Elite XV competition. Note that this is currently scheduled to occur in the 4-day assembly period in the final week of February;
- (b) Super Clubs may schedule up to two (2) weekends of assembly within the pre-season period. For clarity, this is prior to Thursday 27th February 2022 and in addition to a pre-season match. These sessions, if scheduled, should focus on ensuring Players are contact and match-fit ready;
- (c) Super Clubs may invite local Players on a voluntary basis to the weekends referred to in (b) above, for the purposes of providing adequate training numbers for contact and game scenario training;

- (d) Any additional training will be undertaken within the Players normal Provincial Union HP environment, schedule and program;
- (e) Super Clubs may schedule an additional weekend assembly in 2021 for the purpose of team-building/culture and team bonding. Any Player Induction requirements should be included in this weekend assembly;
- (f) Outside of the prescribed pre-season assembly periods above, Super Clubs may not assemble their Teams for any other additional training sessions. There shall be no additional weekday assembly, directed either by Coaches/Managers/ or Players. Any Player assembled in breach of these provisions will be entitled to an additional payment of \$1250 for each proven breach and the NZRU will ensure that:
 - (i) The Assembly provisions will be built into the Competition Manual and/or Competition Regulations;
 - (ii) The Competition Manual and/or Competition Regulations will specify that any breach of Assembly provisions will constitute a breach of the Code of Conduct; and
 - (iii) It will investigate and take proportionate action to remedy any proven breach either against the Club or individuals responsible for the breach as appropriate.

Part 3 – Contracting Structure and Player Payments

10. Contracting Structure Overview

- 10.1 Every Player required to provide Employment Services must be retained pursuant to this Memorandum of Understanding on an Elite XV Contract.

11. Elite XV Contract

- 11.1 NZRPL and a Player will become parties to an Elite XV Contract by completing and executing a document in the form annexed as Appendix 1 to this Memorandum of Understanding.
- 11.2 Every Player employed pursuant to an Elite XV Contract agrees to:
- (a) be available for the Assembly commitments relating to a Team or Squad as set out in the Assembly Schedule in clause 8; and
 - (b) enter into an Individual Personal and Performance Plan.
- 11.3 A Player retained pursuant to an Elite XV Contract is entitled to the payment of a Fee of \$6,250 (gross) for the Assembly periods set out in Clause 8 and Clause 9. For clarification, those Players involved in a Final will receive an additional \$1,250 for that week of Assembly. These payments are payable regardless of whether the Player is selected for any Match and whether unable to play Rugby due to suspension, illness or injury (subject to this MOU).
- 11.4 All payments to which a Player is entitled under her Elite XV Contract must be paid in two instalments during the months of February and March.

12. Termination of Playing Contract

- 12.1 NZRPL may terminate an Elite XV Contract in the case of serious misconduct, in accordance with this Memorandum of Understanding.
- 12.2 A Player and NZRPL may, at any time during the term of a Playing Contract, agree to terminate their employment relationship on such terms as they may negotiate between themselves.

13. Player Payment Pool

- 13.1 Payments to Players made pursuant to this Memorandum of Understanding will be paid for out of the 'Women's Payments' category in Schedule 3 of the Collective Employment Agreement.
- 13.2 NZRPL will pay any compulsory employer contributions to a KiwiSaver Scheme to which any Player covered by this Memorandum of Understanding belongs out of the 'Women's Payments' category in Schedule 3 of the Collective Employment Agreement.

Part 4 - Property

14. Principles

- 14.1 Player Property means in respect of each Player any means of identifying that Player including but not limited to the Player's name, nickname, image, signature, photograph, voice, talents, and any other identifying feature of the Player on, or in, any written or printed form or any audio, video and digital recordings and includes a licence of any relevant trademarks that the Player may have registered or which the Player may have or applied for registration.
- 14.2 Each individual Player owns her Player Property. This is each Player's intellectual property.
- 14.3 For the purpose of this Memorandum of Understanding, NZRPL, NZRU and the Super Clubs to whom the Players are seconded own the exclusive rights to the use of their property (including its names and logos and the names, logos and Uniforms of the Team). This will be referred to for the purposes of this MOU as **NZRPL's intellectual property**.
- 14.4 The RPC owns the exclusive rights to the use of its property (including its names and logos). This is the RPC's intellectual property.
- 14.5 In this Memorandum of Understanding a Uniform of the Team is:
- (a) Any team strip worn by Players when playing in a match for the Team; and
 - (b) Any clothing issued to Players by NZRPL (or its nominee) as part of the Team outfitting which, (apart from Formal Wear i.e. business attire, overcoats, formal shirts and formal shoes) incorporates the Team name and logo; or
 - (c) Any other apparel approved by the RPC (not to be unreasonably withheld).

15. Grant of Player Licence Property

- 15.1 Each Player grants to the NZRPL, for the Term of this Memorandum of Understanding an exclusive licence to use, and to sub-license the use of, that Player's Player Property by associating it with the name, logo and Uniform of the Team and in such a way as to identify that Player as a member of the Team. The property created by this association is the Player Licence Property.
- 15.2 For the purpose of the Player Licence Property, a Player is identified as a member of the Team if there is an association of the Player Property of three or more Players employed to provide their Playing Services for the Team:
- (a) in a single image, recording or publication, and in such manner so as each Player is clearly distinguishable;
 - (b) (subject to the relevant terms in this clause) in a Linked Marketing Campaign;
 - (c) The practical application of paragraph (a) in respect of AV executions which utilise Player Licence Property is to be:
 - (i) governed by the terms of the Memorandum of Understanding; and

- (ii) guided by the style, content, and use of Player Licence Property that was assigned to and published by Sponsors and Broadcasters of the NZRPL during the period 2012 – 2015, and on the basis that future executions are substantially similar to those publications.

The primary consideration is that any execution must create the overall impression of an association with a team, not with one or more individual Players. Each execution has to be considered on its own merits, but to provide the overall impression of a team association:

- (iii) each execution must include the use of at least one piece of group imagery, featuring three or more Players (in this context playing footage, featuring three or more Players, is regarded as group imagery);
- (iv) any execution may include individual imagery of Players but the group image or imagery must be sufficient to ensure the overall impression of the team association is maintained; and
- (v) in the opening sequences, there must be a strong association between the sponsor and the broadcaster and the relevant team.

One of the foundations of the Memorandum of Understanding is a relationship of partnership and consultation. The parties may agree to depart from these constraints if they agree that this would be appropriate in the circumstances. They also acknowledge that for this clause (c) to function in practice, open and early consultation is required, and an overriding attitude of co-operation.

- 15.3 For the avoidance of doubt, this clause does not prevent a Player (on her own behalf or with one other) from agreeing to provide her Player Property for the Promotion of Rugby, such as in radio advertisements encouraging fans to attend games.

16. Use of Player Licence Property

- 16.1 NZRPL may only use or deal with the Player Licence Property by assigning it to NZRU:

- (a) for the Promotion of Rugby; or
- (b) by assigning it to a Sponsor or Broadcaster of NZRU;

in each case, in accordance with the provisions set out below.

- 16.2 NZRPL must ensure that NZRU notifies and consults with the RPC prior to the assignment of the Player Licence Property in sufficient time for the RPC to raise any objection to that contemplated use and in sufficient detail to enable the RPC to be aware of:

- (a) the style of the proposed use, and the way in which the Player Licence Property will be used; and
- (b) any product or service with which the Player Licence Property may be associated.

For the avoidance of doubt, NZRPL (or NZRU) does not have to provide every version of a proposed assignment for consultation, provided that prior to finalisation, the RPC have been given sufficient time to allow the above assessment to be made.

16.3 If the RPC wishes to raise objection to any proposed assignment the parties may rely upon the problem resolution procedures in this Memorandum of Understanding.

16.4 For the avoidance of doubt, nothing in this Part provides any right to produce Commercial Merchandising Products.

17. Use of Player Licence Property for Promotion of Rugby

17.1 The Promotion of Rugby means any print media publication (for example, posters, billboards and print advertising), internet or new media publication, or radio or television broadcast (including advertising) which has, as its primary purpose, the promotion of Rugby in New Zealand, or one or more games of Rugby involving the Team.

17.2 Material is not regarded as promoting Rugby if its primary purpose is the promotion or endorsement of, or association with Sponsors or Broadcasters, or Sponsors' or Broadcasters' products or services.

17.3 For the avoidance of doubt, a publication or broadcast may include incidental use of commercial logos while having as its primary purpose the Promotion of Rugby.

18. Assignment of Player Licence Property to Sponsors and Broadcasters

18.1 NZRPL may, following notification and consultation with the RPC, assign the Player Licence Property to NZRU for assignment to a Sponsor or Broadcaster for the purpose of allowing that Sponsor or Broadcaster to associate the Player Licence Property with itself or its goods or services.

18.2 A **Sponsor** is a party with whom the NZRU has entered into an agreement for the promotion of goods or services excluding the promotion of Licensed Products.

18.3 A **Broadcaster** is a party with whom the NZRU has entered into an agreement for the recording and broadcasting of any Rugby game played by the Team. For the avoidance of doubt, a Broadcaster includes sub-licensees and subsidiaries provided that any assignment of Player Licence Property to those sub-licensees and subsidiaries has been approved by the RPC.

18.4 Except as provided in this Part, NZRPL may not assign the Player Licence Property to any third party other than NZRU for use by a Sponsor or Broadcaster (nor may a Sponsor or Broadcaster assign the Player Licence Property to any party or allow any party to use the Player Licence Property otherwise in accordance with this clause), except with the written consent of the RPC.

18.5 NZRPL (or its nominee) must provide notice annually to the RPC of:

- (a) the Sponsors and Broadcasters with whom such commercial arrangements have been concluded (and/or to whom the Player Licence Property has been assigned);

- (b) the products or services to which such commercial arrangements (and/or the assignment of the Player Licence Property) relate; and
- (c) the types of activities which the Player may be required to perform for each Sponsor or Broadcaster as a consequence of such commercial arrangement (and/or in conjunction with the assignment of the Player Licence Property).

19. Personal Promotions by Players

19.1 A **Personal Promotion** is an activity undertaken by a Player which involves the use by:

- (a) the Player; or
- (b) another person or organisation,

of that Player's Player Property for the specific endorsement or promotion of goods and services:

- (c) including writing articles, books or other publications (including internet or new media publications) or providing commentary or critique, where any such activity is for the direct or indirect endorsement or promotion of a third party's goods and services; but
- (d) excluding Media Interviews.

19.2 A Player may perform a Personal Promotion subject to the terms of this Memorandum of Understanding.

19.3 A Player may not, in performing a Personal Promotion, use, or allow the use of, the names or logos of the NZRU, or the names, logos or Uniforms of the Team without the consent of NZRPL.

19.4 At least five (5) working days prior to undertaking a Personal Promotion (and earlier where reasonably possible) the Player must notify the NZRPL (or its nominee) and must provide information disclosing the nature and material details of the proposed promotion but shall not be required to disclose payment or consideration. As part of such notification the Player must declare her understanding of the relevant obligations which she owes under the Memorandum of Understanding.

19.5 NZRPL (or its nominee) will, within two (2) working days, acknowledge receipt of such notice.

19.6 Where reasonably possible, NZRPL (or its nominee) will at the same time indicate whether or not it takes objection to the proposed Personal Promotion. In any event the NZRPL must give written notice notification of an objection, and the reasons for such objection, to the Player within five (5) working days of receipt of notification of the proposed promotion. From the time of notification of any objection by NZRPL (or its nominee) until resolved, the Player may not undertake the proposed Personal Promotion.

19.7 NZRPL (or its nominee) may only object to a Player performing a Personal Promotion if:

- (a) it would place the NZRU in breach of a contractual agreement with a Sponsor or Broadcaster; or

- (b) it would place the Player in breach of this Memorandum of Understanding; or
 - (c) it would involve disclosure of confidential information; or
 - (d) it would be likely to bring the game of Rugby or the NZRPL/NZRU, into disrepute; or
 - (e) it will conflict with a product or service of a significant Sponsor or Broadcaster (which is the subject of a commercial arrangement with NZRU) and NZRPL can demonstrate that the Personal Promotion will have a significant negative financial impact on current or future NZRU Player Generated Revenue; or
 - (f) it is a campaign in television, radio, print, internet or other on-line or social media and involves the use together of Player Property of three or more Players. For the purposes of this subclause a campaign means an organised series of advertising, promotional or marketing messages which can be exhibited over an extended period of time utilising multiple platforms or media channels that share a specific idea or theme;
 - (g) it would result in promotion of a product or service that, if used or undertaken by a Player, may constitute a breach of an NZRPL policy or regulation (including the protocols and regulations set out in clause 4.2), or a Playing Contract.
- 19.8 For the sake of clarity (subject to the preceding sub-clause), NZRPL may not object to a Personal Promotion solely on the ground that it involves more than one Player.
- 19.9 The fact that a product or service which is the subject of the Personal Promotion is sold or marketed in competition to a product or service sold or marketed by a Sponsor or Broadcaster does not, of itself, constitute grounds for the NZRPL to object to a Personal Promotion.
- 19.10 In this Part, in relation to the NZRU, a **significant Sponsor or Broadcaster** means up to 4 Sponsors or Broadcasters as nominated by each Super Rugby Club each year.
- 19.11 In this Part in determining whether there might be a **significant negative financial impact**, regard will be given to the following indicators:
- (a) the amount of revenue the Sponsor or Broadcaster provides to the relevant entity;
 - (b) the likelihood and size of potential reduction in that level of revenue either immediately or on renewal;
 - (c) the categories of goods and services that are potentially conflicted;
 - (d) whether the product/service is leveraged by the Sponsor or Broadcaster in the market;
 - (e) the likelihood of non-renewal;
 - (f) the overall length of the Sponsor or Broadcaster relationship;

- (g) the strength of the association in the market between the product or service and the relevant intellectual property; and
- (h) the potential impact on other sponsors of the NZRPL.

19.12 The NZRPL may enter into a separate agreement with an individual Player for use of that Player's Player Property.

19.13 At the time that a Player enter into a Playing Contract, she will disclose to NZRPL any existing personal sponsorship, promotional or endorsement arrangements she has with any third party.

20. Publications

20.1 This clause applies in the event that a Player is contemplating writing an article or book.

20.2 In such circumstances, the Player must, at least five (5) working days prior to undertaking such activity, notify the NZRPL (or its nominee) and declare her understanding of the relevant obligations which she owes under the Memorandum of Understanding.

20.3 For the purpose of promoting or publicising any publication under this clause, a Player may, with NZRPL's agreement, use in promotional publicity material the names, logos and Uniform of the Team.

21. Player Data

21.1 This part applies to Player Attributes and the information that is generated from measuring those attributes (PPI) while Players are performing Employment Services.

The terms of this Part of this MOU will determine who owns the Player's attributes and how PPI is to be dealt with by the parties.

21.2 Definitions

"Data Measuring Device" means a device that captures PPI, while a Player is performing her Employment Services.

"match" in this part means a match that is covered by this MOU;

"Medical information" means information collected during a Player's employment which is related to the Player's illness and injury diagnosis, rehabilitation, recovery, and injury prevention.

"Player Performance Information (PPI)" means information about a Player's Attributes which is measured and collected by NZRU, while a Player is performing Employment Services.

"Player Attributes" means:

- (i) a Player's skills, movement, effort, speed, playing style or sensory perspective;
- (ii) strength, speed, agility, heart rate and other physiological characteristics;

- (iii) a Player's biometric attributes e.g. sleep, skinfold, temperature, height, weight; and
- (iv) Wellness attributes which are self-rated by Players such as muscle soreness, mental state, rate of perceived energy used.

"Player and Team Development" means any methods, techniques, systems or programmes used by NZRU to develop a Player or Team's training or playing performance.

"virtual technologies" includes technologies or future technologies such as artificial intelligence, virtual reality, augmented reality or any computer-generated imagery.

21.3 **Player Attributes**

A Player owns her Player Attributes and consents to NZRU measuring those Player Attributes and using the information generated by such measurement (PPI) in accordance with this Part.

21.4 **Personal Information**

PPI and Medical Information in relation to each Player is personal information and the Privacy Act 1993 and the Health Information Privacy Code applies to the collection, storage, access to and use of such information.

21.5 **Collection of PPI**

- (a) Where a Player is required to wear, or be subject to, a Data Measuring Device in the course of providing Employment Services to NZRU the following will apply:
 - (i) the device must comply with any applicable World Rugby regulations;
 - (ii) where the device involves internal consumption or other invasive procedure, each Player's informed consent is obtained;
 - (iii) the Player must have been informed as to what PPI is being collected on the device; and
 - (iv) the purpose for collection of the PPI is within the approved purposes under this Collective Agreement;

21.6 **Use of PPI**

- (a) **PPI** can be collected by the Player or NZRU, for the purposes of Player and Team Development and can be used by NZRU, a Super Club or Provincial Union for such purposes without the need for further Player consent.
- (b) **PPI** can be used by NZRU for the purposes of creating virtual products (through virtual technologies) for Player and Team Development without the need for further Player consent.
- (c) For the avoidance of doubt, **PPI** cannot, except where it could be obtained by the legitimate public observation of a Player training or playing:

- (i) be assigned to a Sponsor or Broadcaster or other third party, or used for Promotion of Rugby; or
- (ii) be used to create virtual products for the Promotion of Rugby or for assignment to a Sponsor or Broadcaster or other third party; or
- (iii) be used as a licensed product;

without individual Player consent.

- (d) The NZRU can assign PPI to a Sponsor or Broadcaster provided it is aggregated, is for a team based promotion and does not identify any individual Player with the prior consent of the RPC.
- (e) A Player may not use PPI for any commercial purpose without the consent of NZRU.
- (f) PPI can be used by NZRU or the Super Club who has collected it for the purposes of contracting or re-contracting a Player onto a Playing Contract.
- (g) The Parties acknowledge that Players have consented to the use by NZRU of the following Player Attributes for the promotion of rugby including in media guides, match programmes, broadcast footage and all official NZRU platforms (including social media platforms): age, height, weight, ethnicity, place and date of birth.

21.7 Existing Arrangements

Existing commercial arrangements in relation to the collection, ownership, storage and use of PPI, properly entered into by NZRU before the commencement date of this Memorandum of Understanding will continue to apply, even if inconsistent with this Memorandum of Understanding, until their expiry.

Part 5 – Commercial Merchandising Programme

22. Commercial Merchandising Programme

- 22.1 The parties acknowledge that the NZRU has the sole right to produce, and to license others to produce, products designed for sale to the public that use the NZRU's name and logo and the names, logos and Uniforms of the Team.

Such products are **Licensed Products** and may include, but are not limited to, clothing, headwear and other apparel, Rugby equipment, memorabilia, games, computer or electronic games, fantasy games, novelties, printed products, videos and trading cards.

- 22.2 **Commercial Merchandising Products** are limited, for the purposes of this Memorandum of Understanding, to Licensed Products which include the use of:

- (a) the Player Licence Property (to create **Team Based Products**); or
- (b) an individual Player's Player Property (to create **Player Based Products**);

provided that a Licensed Product which utilises only NZRU intellectual property but is promoted or packaged using Player Licence Property is not a Commercial Merchandising Product (albeit the revenue derived from the sale of such licensed property is NZRU Player Generated Revenue pursuant to clause 8.1 of the Collective Employment Agreement).

- 22.3 By way of example, the following are Team Based Products:

- (a) Team-based stickers;
- (b) Team-based posters;
- (c) Team-based videos;
- (d) Team-based electronic and digital games;
- (e) Team-based novelties (including drinking mugs and containers, trading cards, glassware, key rings, pins, broaches, badges, magnets and mousepads).

- 22.4 By way of example, the following are Player Based Products:

- (a) a commemorative Rugby jersey signed by at least one and no more than three Players;
- (b) a print or photograph of a Player (or of up to three Players) signed by that Player (or Players);
- (c) novelties based on an individual Player's Player Property (or the Player Property of up to three Players) including drinking mugs and containers, glassware, key rings, pins, broaches, badges, magnets, and mousepads.

- 22.5 The parties acknowledge that:

- (a) production of a Team Based Product does not require the consent of the individual Players whose Player Property will be used (provided those Players are members of the Team); and
 - (b) production of a Player Based Product requires the consent of an individual Player or Players (to allow for the use of that Player or Players' Player Property).
- 22.6 The NZRU is exclusively responsible for the production of Commercial Merchandising Products (the **Commercial Merchandising Programme**). Through the Term of this Memorandum of Understanding the NZRU will consult with, and involve, the RPC in the Commercial Merchandising Programme.

23. Sharing of Net Revenue

- 23.1 The parties agree to share the net revenue from the sale of each Commercial Merchandising Product in accordance with the following formulae (relevant to each particular product):
 - (a) in the case of a Team Based Product:
 - (i) 50% will be paid to the NZRU in recognition of the use of its intellectual property; and
 - (ii) 50% will be divided equally between those individual Players whose Player Property is used in the Commercial Merchandising Product.
 - (b) in the case of a Player Based Product:
 - (i) 20% will be paid to the NZRU in recognition of the use of its intellectual property; and
 - (ii) 80% will be paid to the Player, or divided equally between those Players, whose Player Property is used in the Commercial Merchandising Product.
- 23.2 Payments due under this clause are to be paid quarterly following the receipt by the NZRU of revenue.

Part 6 – Promotional Services

24. Promotional Services

24.1 Players agree to provide their Promotional Services to NZRPL.

24.2 **Promotional Services** means Rugby, Community and Charitable Promotional Services and Commercial Promotional Services.

24.3 **Rugby, Community and Charitable Promotional Services** means an activity which has as its primary purpose the promotion of Rugby as follows:

- (a) performing educational visits and public relations and charitable activities and including community and game development;
- (b) attending photographic, filming or recording sessions in conjunction with the use by the NZRPL (or its nominee) of the Player Licence Property for the Promotion of Rugby; and
- (c) attending NZRPL functions and functions hosted by any provincial union, rugby club or non-commercial organisation hosting the Team of which the Player is a member,
- (d) and in each case includes required travel associated with any such activity. Rugby, Community and Charitable Promotional Services do not include Media Interviews.

24.4 **Commercial Promotional Services** means an activity which has as its primary purpose the promotion of a Sponsor or Broadcaster, or a Sponsor's or Broadcaster's products and services, as follows:

- (a) attending activities and functions (in a group of two or more Players from the Team, or as an individual (providing that the Player expressly agrees)) to promote a Sponsor's or Broadcaster's products and services as an obligation owed under a commercial arrangement between that:
 - (i) Sponsor or Broadcaster; and
 - (ii) the NZRU; and
- (b) attending photographic, filming or recording sessions for a Sponsor or Broadcaster required in conjunction with the assignment to that Sponsor or Broadcaster of the Player Licence Property,

and in each case includes required travel associated with any such activity. Commercial Promotional Services do not include Media Interviews.

25. Media Interviews

25.1 Media Interviews means any interview in television, radio and print, internet or new media (including "on-line" interviews and, subject to the provisions below, a publication on or through a Social Media Portal).

- 25.2 A Player may be required to perform Media Interviews when she is assembled with the Team (including official press conferences).
- 25.3 A Player may not be required to perform Media Interviews when she is not assembled with the Team but may do so at her discretion.

26. Social Media

- 26.1 A Social Media Portal is a vehicle which allows interaction between many users. It may be internet based or it may use mobile telephone technology – in any case to facilitate communication between users.
- 26.2 Subject to the provisions of this Memorandum of Understanding, NZRPL (or its nominee) may utilise a Social Media Portal for the Promotion of Rugby and in this context:
- (a) may use the Player Licence Property;
 - (b) may require a Player to contribute interview content by way of a Media Interview;
 - (c) may not require a Player to contribute personal content other than through a Media Interview, or to maintain a personal site on any Social Media Portal.
- 26.3 A Player may maintain a personal site on a Social Media Portal, in which case any commentary on that site will be treated as a public statement by that Player and may be subject to the misconduct provisions in this Memorandum of Understanding.
- 26.4 Where NZRPL (or its nominee) is seeking to use a Player's personal social media account or handle as part of the use or assignment of Player Licence Property, the consent of that player will first be obtained.

27. Notice of requirement to perform Promotional Services

- 27.1 The NZRPL (or its nominee) must provide notice annually to the RPC and to Players of:
- (a) the Sponsors and Broadcasters with whom commercial arrangements have been concluded (and/or to whom the Player Licence Property has been assigned);
 - (b) the products or services to which such commercial arrangements (and/or the assignment of the Player Licence Property) relate; and
 - (c) the types of activities which the Player may be required to perform for each Sponsor or Broadcaster as a consequence of such commercial arrangement (and/or in conjunction with the assignment of the Player Licence Property).
- 27.2 Where practicable, the NZRPL will provide a Player with seven (7) days' initial notice of any requirement (if within period of Assembly) or request (if outside a period of Assembly) to perform Promotional Services. It is sufficient if such notice consists of written information about the fact of the requirement/request (including the relevant Sponsor or Broadcaster (if relevant), the date for performance and the nature of the

activity or function). Provided that it complies with this sub-clause, a weekly team sheet may be used for this purpose.

27.3 Except when Assembled with the Team, the Player may decline to attend a Promotional Services activity and the NZRPL (or its nominee) can proceed to approach another Player to perform the Promotional Service.

27.4 At least 24 hours prior to the function or activity the NZRPL (or its nominee) must provide written notice of the following matters to the Player:

- (a) the Sponsor or Broadcaster (or, in the case of Rugby, Community and Charitable Promotional Services, other organisation) in respect of whom the Promotional Services are required;
- (b) in the case of Commercial Promotional Services, the particular product or service to which the Promotional Services relate;
- (c) the time of the activity or function and its duration (including required travelling time);
- (d) the person who will have responsibility for the organisation of the activity or function (including relevant contact details);
- (e) the team uniform the Players should wear to the activity (or advise that NZRU will provide uniform); and
- (f) the other Players who will be involved in the activity or function.

28. Limitations on Requirement to perform Promotional Services

28.1 The following limitations apply to the performance of Promotional Services:

- (a) a Player may only be required to provide Promotional Services as a member of the Team if she is retained pursuant to an Elite XV Contract.
- (b) A Player may only be required to provide Promotional Services outside of Assembly if the Player provides her consent.
- (c) In each Contract Year, a Player may be required:
 - (i) to perform a maximum of 10 hours of Promotional Services during periods of Assembly; and
 - (ii) to sign a maximum of 20 items in respect of the Team.

28.2 A Player is not obliged to perform Promotional Services in excess of the prescribed maximums in this clause. The Player may, however, agree to perform additional Promotional Services or any number of Promotional Services outside of Assembly.

29. Payment for performing Promotional Services in Certain Circumstances

29.1 Where a Player performs Promotional Services for a Team competing in the Elite XV Competition or for promotion of the Competition during a period of Assembly, the Player's attendance and amount of activity will be monitored by the NZRPL (or its

nominee) and provided to the RPC at the end of each Contract Year. The Player, on or about 31 December in the relevant Contract Year, will be paid a pro-rated share of the amount of \$420,000 (gross) from the Player Payment Pool, based on the total amount of the Player's Promotional Services hours performed during a period of Assembly for the Contract Year as a proportion of the total amount of all Players' Promotional Services hours (whether covered by this or any other Memorandum of Understanding or the Collective Employment Agreement) in that same Contract Year.

- 29.2 Where a Player agrees to provide Promotional Services outside of a period of Assembly, that Player will be paid \$250 for a half day (up to 4 hours including travel) and \$500 for a full day's (between 4 and 8 hours including travel) attendance at the Promotional Activity.
- 29.3 The NZRPL will reimburse the actual and reasonable costs (including travel, accommodation and meals) associated with the Player performing the Promotional Services.

30. Other provisions relating to Promotional Services

- 30.1 A Player may not be required to perform Promotional Services:
- (a) where the requirement would interfere unreasonably with the work or study commitments of the Player;
 - (b) during any period of that Player's Leave;
 - (c) where there is a bereavement in the Player's family;
 - (d) where the requirement would interfere with the Player's study commitments;
 - (e) where the requirement would interfere with the Player's ability to provide her Playing Services;
 - (f) where the NZRPL (or its nominee) has failed to provide the Player, any notice required by this clause;
 - (g) where the Player has other reasonable grounds for not performing the Promotional Services.

Part 7 - Eligibility

31. Eligibility

- 31.1 To be eligible for selection to an Elite Squad for the Competition, a Player:
- (a) subject to paragraph (c), must be eligible to represent New Zealand national representative teams under Regulation 8 of the World Rugby Regulations, as may be amended by World Rugby from time to time; and
 - (b) must be over the age of 18 years as at 1 January in each Contract Year (or 19 years of age if their playing position is front row) provided that a Player who is under 18 years of age (or 19 years as a front rower) at that date may be deemed eligible to play by NZRU on terms and conditions to be specified by NZRU;
 - (c) who is not eligible to represent New Zealand national representative teams pursuant to paragraph (a), will be eligible to play for a Team provided that:
 - (i) each Super Club may only be party to Elite XV Contracts with a maximum of two such Players in any Contract Year; and
 - (ii) the NZRPL's countersignature on such Elite XV Contracts is required.
- 31.2 A nominated Super Club must confirm (to the satisfaction of the NZRPL (or its nominee), with confirmation provided in writing) prior to offering an Elite XV Contract that a player is eligible to play for a Team.
- 31.3 A Player's home region is the region of the Super Club of their agreed Farah Palmer Cup (FPC) Union for the immediately preceding FPC Competition.
- 31.4 Subject to paragraph 31.6 below, by the Elite Squad Confirmation Date each Super Club must have confirmed the below to NZRPL (or its nominee):
- (a) An initial squad list of up to 23 (and ideally not less than 21) Players who have signed Elite XV Contracts and who are Available Players of whom a minimum of 15 will be from the Super Club's home region and which list must have at least one person for each playing position (such contracts to be held by NZRU). The remaining Players (to make up a squad of 28) may be from within the home region or outside of it, and the 28 will include two specialist halfbacks and hookers, and six front rowers in total. 2 playing spots may be held open to be confirmed on 1 December in each Contract Year, to accommodate injuries or other exceptional circumstances concerning a Players availability;
 - (b) Beyond the initial squad list of up to 23 Players, the remaining 5 or more Players to make up the squad of 28 will be selected by a "Draft" process in conjunction with NZ Rugby and Black Ferns Coaches/Management. The primary purpose of the "Draft" for such Players is to ensure that all "Players of Interest" identified by Black Ferns Coaches/Management are aligned with Teams and engaged on Elite XV Contracts;

- (c) Black Ferns Coaches/Management and the NZRU HP Team may engage in discussion with Super Clubs regarding player position, potential game time and other matters. Black Ferns Coaches/Management may also engage in direct conversations with the Players, in conjunction with NZRU personnel.
- 31.5 For the purpose of the Elite XV Competition Selection Process, **Available Player** shall mean a Player who is or is expected to be fit to train and play Rugby for an Elite XV Team during the Elite XV Competition in the relevant Contract Year (as determined by the NZRU Medical Director in consultation with Provincial Union medical personnel).
- 31.6 The NZRU shall:
 - (a) confirm to a Super Club whether or not an injured or ill Player will be deemed an Available Player or not; and, if not, that the Super Rugby Club may contract an additional Player within their Final Elite XV Squad;
 - (b) provide an update to all Provincial Unions and Super Rugby Clubs in the first week of December in each year, regarding Players contracted to the Black Ferns Squad for the following year.
- 31.7 The NZRU will Consult with the RPC to manage any issues arising during the course of the Elite XV Competition Selection Process leading up to the Squad Confirmation Date to determine any issues in relation to, and ensure compliance with, the Selection Process.

Part 8 – Employment Environment

32. Player Obligations

32.1 By becoming a party to an Elite XV Contract under this Part, a Player agrees:

- (a) to provide her Employment Services to the NZRPL/Club in accordance with her Elite XV Contract and with the provisions in this Memorandum of Understanding;
- (b) to wear or use Sponsors' products and services while providing her Services to the NZRPL provided that:
 - (i) such products and services are reasonably expected to be worn while providing Services;
 - (ii) a Player may use Tools of the Trade of her selection (subject to this Memorandum of Understanding);
 - (iii) to wear or use Sponsors' footwear incorporating the latest technology provided such footwear meets:
 - (A) the Player's individual medical and physiological requirements (as certified by a registered medical practitioner); and
 - (B) the Player's reasonable performance requirements;
- (c) to wear a mouthguard in the course of playing Rugby for the Team or when contact training;
- (d) while selected for the Team:
 - (i) to play to the best of her ability and in accordance with the Laws of the Game, the NZRU rules and regulations and any relevant competition rules;
 - (ii) to maintain any prescribed level of fitness and other requirements of her individual performance plan as required;
 - (iii) to report promptly for and participate in all training sessions and matches as required;
 - (iv) to have a current New Zealand passport and be eligible to travel overseas and back to New Zealand with the Team (including being eligible to obtain any necessary visas); and
 - (v) to act, dress and behave in a professional manner when travelling with or assembled with the Team;
- (e) not to make any comment to the media contrary to the best interests of the NZRPL, Sponsors, Broadcasters or Rugby;
- (f) not to act contrary to the best interests of the NZRU/NZRPL or Rugby;

- (g) to comply with all applicable World Rugby and NZRU rules and regulations in force from time to time;
 - (h) to comply with all reasonable directions of the NZRPL (or its nominee) subject to this Memorandum of Understanding;
 - (i) to provide access to the NZRU and the RPC to medical information relating to the Player (including injury history) for purposes related to the provision of Services including injury research and new contract medical assessments.
- 32.2 By becoming a party to an Elite XV Contract with a Player, the NZRPL agrees to procure the NZRU:
- (a) to pay the Player in accordance with her contract;
 - (b) to provide the Player all equipment, services, and access to facilities which are reasonably required by the Player to train for or play Rugby for the Team or Squad which will include:
 - (i) High performance rugby programming that includes technical and tactical skill coaching, biomechanical, strength and conditioning programming, nutritional advice and plans, medical and prehab/rehab support (sports physician, physio and massage) and sports psychology support that is appropriate for elite female rugby athletes; and
 - (ii) Access to quality gym facilities and an appropriate amount of training gear.
 - (c) to arrange, and meet any expenses associated with any meals, travel and accommodation necessary for the Player when she is required to Assemble to provide her Employment Services;
 - (d) provide travel to and from Assembly in accordance with NZRU's travel policy (as amended from time to time);
 - (e) to make contact with the Player to provide notice in advance of any public announcement of her non-selection to the Team, where she was selected for the Team on the last occasion when it was selected;
 - (f) to act towards the Player in good faith, and to treat her fairly and reasonably in all aspects of her employment.

Part 9 - Monitoring

33. Monitoring of Memorandum of Understanding

33.1 The RPC may monitor this Memorandum of Understanding, particularly including the following things:

- (a) exercising the audit powers specified elsewhere in this Memorandum of Understanding;
- (b) the NZRPL will hold a copy of every Elite XV Contract.

34. RPC's right to inspect documents

Where any document is required to be made available for inspection by the RPC, the NZRPL (or its nominee) will:

- (a) notify the RPC that it has such documents for inspection by providing written notice to the RPC within seven (7) days of their request for inspection; and
- (b) make the documents available for inspection by the RPC.

Part 10 – Misconduct

35. On-field misconduct

- 35.1 The parties recognise that a Player who breaches the Laws of the Game in the course of a game of Rugby may be subsequently suspended from playing Rugby and in this way may be prevented from providing her Playing Services to the NZRPL.
- 35.2 In such circumstance, the NZRPL may not make deduction from any payment which would otherwise be made to that Player under this Memorandum of Understanding.
- 35.3 The parties acknowledge that it is mutually desirable for any sanction or suspension to be avoided or, in the alternative, mitigated.
- 35.4 In the event that the Player elects to have a legal representative other than the person offered by the NZRPL for the purpose of arguing her case before a Judicial Officer, the NZRPL will reimburse the actual and reasonable costs for the Player's legal representation (including legal, travel and accommodation costs) up to a maximum of \$2,000 (inclusive of GST).
- 35.5 No media statement will be made about any incident of on-field misconduct without the prior agreement of the NZRPL and the RPC and/or the Player.

36. Serious Misconduct and Misconduct

- 36.1 The parties acknowledge that a Player's actions may constitute Serious Misconduct or Misconduct.
- 36.2 For the purposes of this Memorandum of Understanding:
- (a) The following conduct constitutes an act of **Serious Misconduct**:
- (i) accepting a bribe or otherwise agreeing not to play any game of Rugby to the best of the Player's ability;
 - (ii) betting or gambling (or causing another person to bet or gamble on the Player's behalf) on the outcome of any game of Rugby in which the Player plays;
 - (iii) committing any doping offence in breach of any applicable doping rules or regulations or any competition rules; or
 - (iv) providing a false representation concerning the Player's ability to perform the Player's obligations under this Memorandum of Understanding or the Player's eligibility for selection for the Team.

Depending upon its seriousness, certain other conduct may amount to Serious Misconduct including:

- (v) refusing to participate fully in any training session or team assembly which the Player is required to attend as a result of selection for the Team;

- (vi) unreasonably refusing to perform any Employment Services;
 - (vii) breaching the Player's confidentiality obligations under this Memorandum of Understanding;
 - (viii) being suspended from playing Rugby for a period in excess of two months;
 - (ix) acting contrary to the best interests of the NZRU or Rugby;
 - (x) breaching a requirement to seek consent or to provide notification; or
 - (xi) failing to disclose a criminal conviction or other involvement by the Player in a judicial process which may prejudice the Player's ability to provide her Employment Services to the Team; or
 - (xii) repeated instances of Misconduct by the Player; or
 - (xiii) committing an offence, in the course of employment, which is punishable by a period of imprisonment of two years or more.
- (b) an act of **Misconduct** is conduct of a less serious nature to Serious Misconduct which may include:
- (i) failure to attend training or to participate fully in any training session;
 - (ii) failure to assemble for a team as directed;
 - (iii) failure to attend and perform Promotional Services;
 - (iv) failure to maintain a prescribed level of fitness; and
 - (v) failure to comply with a rehabilitation programme issued by a medical practitioner appointed by the NZRU.

36.3 The NZRPL (or its nominee) must refer an allegation of Serious Misconduct or Misconduct to the Player alleged of such wrongdoing. Any such allegation may only be investigated pursuant to the procedures outlined in this clause, provided always that a frivolous or vexatious allegation need not be investigated. The referral of an allegation, and its investigation, is confidential between the Player, the NZRPL (or its nominee) and the RPC (unless otherwise required by law).

36.4 The NZRPL is responsible for the investigation of an allegation of Misconduct but may delegate this to the NZRU. The NZRPL (or NZRU) as soon as it has received sufficient information to decide whether an allegation of Misconduct is appropriate, must:

- (a) immediately inform the Player of the fact and detail of the allegation of Misconduct; and
- (b) within 48 hours, and in a manner consistent with natural justice, initiate an inquiry to determine whether the allegation of Misconduct has been made out.

- 36.5 If, following this inquiry, the NZRPL (or NZRU) determines that the Player has committed Misconduct, it may:
- (a) counsel the Player and/or provide the Player with a written warning indicating that a repeat of the same or similar conduct may constitute Serious Misconduct; or
 - (b) suspend the Player from playing Rugby for a period of up to two weeks.
- 36.6 The NZRPL is responsible for the investigation of an allegation of Serious Misconduct but may delegate this to NZRU. The NZRPL (or NZRU), as soon as it has received sufficient information to decide whether an allegation of Serious Misconduct is appropriate, must:
- (a) immediately inform the Player and the RPC of the fact and detail of the allegation of Serious Misconduct;
 - (b) within 48 hours, and in a manner consistent with natural justice, initiate an inquiry to determine whether the allegation of Serious Misconduct has been made out; and
 - (c) at the conclusion of this inquiry provide the Player with a written summary of its findings.
- 36.7 Where a Player is subject to an allegation of serious misconduct, in the course of employment, and there are reasonable grounds to believe that there is an imminent risk to the safety or welfare of that Player or other personnel in the relevant team environment, the NZRPL (or NZRU) may suspend that Player from employment, on full pay, for a period not exceeding two weeks pending its investigation of the matter subject to having consulted with the Player about the reasons for seeking to impose such a suspension.
- 36.8 If, following this inquiry, the NZRPL (or NZRU) determines that the Player has committed Serious Misconduct, it may, depending on the seriousness of the Serious Misconduct:
- (a) counsel the Player and/or provide the Player with a written warning indicating that a repeat of the same or similar conduct may or will result in dismissal from employment; or
 - (b) fine the Player up to \$500; or
 - (c) with the Player's agreement, direct the Player to perform a community based activity or undertake counselling related to the nature of the Serious Misconduct committed; or
 - (d) suspend the Player from playing Rugby for a period of up to one month; or
 - (e) terminate the Player's employment summarily.
- 36.9 A Player may challenge any aspect of a procedure followed or penalty imposed pursuant to this clause by following the problem resolution procedures in this Memorandum of Understanding.

- 36.10 The NZRPL (or NZRU) must meet a Player's actual and reasonable cost of travel and accommodation if it requires a Player to travel in connection with any investigation under this clause. In the event that the Player elects to have a representative present in connection with any investigation under this clause, the NZRPL (or NZRU) will reimburse the actual and reasonable travel and accommodation costs for the Player's representation.
- 36.11 Any Player required to appear to answer a doping offence will be encouraged to seek independent legal counsel, and the NZRPL (or NZRU) will reimburse the actual and reasonable cost incurred by the Player in seeking advice and representation (including legal fees, travel and accommodation costs) provided that:
- (a) prior to incurring any cost, the Player obtains the written approval of the NZRPL (or NZRU); and
 - (b) if the Player is found guilty of that offence, she must bear her own costs.
- 36.12 No media statement will be made about any incident of off-field misconduct without the prior agreement of the NZRPL and the RPC and/or the Player.
- 36.13 The parties acknowledge that a Player may be required to participate in a disciplinary process in respect of Serious Misconduct or Misconduct by a third party (particularly including World Rugby) and in such circumstances, it is agreed that the NZRPL (or NZRU) will ensure that the maximum financial sanctions for misconduct or serious misconduct that are provided for in this Memorandum of Understanding will be the maximum sanctions that a Player will be liable for regardless of the misconduct sanctions applying in respect of a competition in which that Player is participating and for which a third party has jurisdiction.

Part 11 – Other Matters

37. Personal Development

- 37.1 Every Player retained pursuant to an Elite XV Contract will have access to the Personal Development Programme (PDP) in accordance with the provisions of the Collective Employment Agreement.
- 37.2 Players are required to consistently undertake some form of personal development and actively engage with the Personal Development Programme to advance their ability to manage their rugby career, educational progression, career transition and personal planning capabilities.
- 37.3 The parties have agreed to fund and manage the PDP for Players out of the PPP.

38. Pregnancy

- 38.1 Where a Player falls pregnant after entering into her Elite XV Contract, that Player is required to notify the NZRPL as soon as possible but no later than the end of the first Trimester of pregnancy, as assessed by the Players medical practitioner (the end of the first Trimester shall be referred to as the Notification Date).
- 38.2 Upon the Notification Date, a Player retained pursuant to an Elite XV Contract will receive a payment from the NZRPL of the balance of her fees for the competition pursuant to clause 11.3.
- 38.3 The parties recommend that a pregnant Player seeks, and follows, expert medical advice regarding any health and safety risks in providing her Services.
- 38.4 The Player will be entitled to the support and other provisions in accordance with the agreed Parental Support Policy between NZRU and RPC.

39. Problem Resolution

- 39.1 An employment problem includes a personal grievance, dispute or other problem of any type relating to:
- (a) an individual Player's employment relationship with the NZRPL;
 - (b) the RPC's relationship with the NZRPL under this Memorandum of Understanding (and vice versa); or
 - (c) the interpretation or application of this Memorandum of Understanding.
- In any case, a party wishing to raise an employment problem must raise it with any other relevant party within 90 days of the problem arising.
- 39.2 In the first instance the parties to an employment problem may endeavour in good faith to resolve it by consultation and negotiation.
- 39.3 Failing resolution, any party can contact the Department of Labour which offers free information and has a free mediation service which can provide assistance to help the parties work together to resolve employment problems.

- 39.4 If the parties cannot resolve the problem at mediation, they can refer it to the Employment Relations Authority.

40. Membership and Union Fees

- 40.1 The RPC will notify and update the NZRPL of its members from time to time.
- 40.2 The parties acknowledge that the RPC may, at its discretion, set union fees.

41. Independent Advice

- 41.1 All Players are entitled and encouraged to get independent legal and/or financial advice in at least the following circumstances:
- (a) prior to entering into any contract for the provision of Employment Services under this Memorandum of Understanding;
 - (b) in the case of any disciplinary investigation or hearing whether for on or off field activities; or
 - (c) in the event of any employment relationship problem engagement.
- 41.2 The NZRPL must, on every occasion when a Player is presented with a Playing Contract for consideration, provide an NZRPA brochure and an NZRPA Accredited Agent brochure to the Player (either in hardcopy or by email), and ensure either that:
- (a) that Player has received advice and assistance from an NZRPA Accredited Agent or;
 - (b) has expressly waived her right to receive advice and assistance from an NZRPA Accredited Agent and has signed the appropriate acknowledgment of waiver in her Playing Contract; and
 - (c) if the Player is 19 years old or younger at the date, they are presented with an offer of a Playing Contract, that the Player has obtained a copy of an NZRPA Accredited Agents Waiver Notice prior to signing the Playing Contract.

42. Leave

- 42.1 Leave means a period of time during which a Player cannot be required to provide her Employment Services (except that a Player is required to adhere to her training programme but is not required to assemble for the purpose of it). In this way, at any time, a Player is either on Leave or providing Employment Services.
- 42.2 As each Player is employed on a fixed term basis, all payments payable to the Player have been set at a level that specifically includes an 8% loading for holiday pay purposes, pursuant to the Holidays Act 2003. No other holiday pay shall therefore be payable to any Player.
- 42.3 Where the Player is required to provide Employment Services on a public holiday (including Waitangi Day and Anzac Day) the NZRPL will pay that Player time and a half of the Player's relevant daily pay (in terms of the Holidays Act 2003). In addition, if the day of the week is normally a working day for the Player, the NZRU will also

provide the Player with an alternative day's Leave to be taken at a time reasonably agreed between the Player and the NZRU. For the avoidance of doubt, a provincial anniversary day will be determined with reference to a Player's province of residence.

43. **Conscientious Objection**

- 43.1 If a Player does not wish to perform any particular Employment Services on the basis of a conscientious objection (which for the avoidance of doubt means genuine family, ethical or religious grounds but does not include her own commercial interests), the Player may request that the NZRPL (or its nominee) consent to the Player being excused from that activity, such consent not to be unreasonably withheld.

44. **Development Reviews**

- 44.1 At the end of the Competition in each Contract Year, the Player's performance of her Employment Services will be assessed and reviewed by the Player together with Team Management. The purpose of the review process is to highlight the Player's strengths and weaknesses, and to provide constructive assistance and suggestions to allow the Player to develop and improve as a Rugby player.
- 44.2 The NZRPL will consult with the RPC prior to introducing any change to the review process.

45. **Involvement in key appointments**

- 45.1 It is agreed that it is appropriate for Players to have input into the recruitment of team management including coach, manager and support staff.
- 45.2 The manner in which such input is to be provided is to be agreed by way of consultation between the RPC and the NZRPL (or its nominee) on a case-by-case basis.
- 45.3 It is expressly acknowledged that the ultimate decision on the appointment of team management is for the NZRPL (or its nominee).

46. **Player Assistance Programme**

- 46.1 The NZRPL and the RPC will ensure that every Player (and every recent retired Player) will have access to a confidential employee counselling service.
- 46.2 The costs of this service for current Players will be met by the NZRPL (or its nominee) on the basis that the Player may access up to three counselling sessions (with any additional sessions to be at her cost unless agreed otherwise) and for recent retired Players the costs will be met by the Player or the RPC.

47. **Induction**

- 47.1 The parties have developed, an induction programme which will be implemented for Players when first entering into a Playing Contract which includes the following features:

- (a) Education on the following matters Anti-doping, Supplements, Anti-Corruption and Wagering, Concussion, Mental Health and Wellness, Player Conduct, Social Media, Illicit Drugs, etc;
 - (b) Education on the employment contract and obligations;
 - (c) Operational (including health and safety) induction by the Team Manager or his nominee;
 - (d) Meeting with PDM and completing of the Player Status Report;
 - (e) Meeting in person or by other agreed means with an NZRPA representative.
- 47.2 A Player is not eligible to play for a Team until having completed core aspects of the induction programme in clause 47.1, such aspects to be agreed between the parties to this Agreement.

48. High Performance Database

- 48.1 The NZRU has created a High Performance database containing information about Players with a contribution from the Personal Development budget within the Player Payment Pool. Within this database, the NZRU and NZRPA collaborated to develop the Personal Development component. The NZRPA holds and pays for licenses to access this database. NZRPL on behalf of the NZRU acknowledges the NZRPA's right to hold licences and to access this database for its own (including the management of the Personal Development Programme) uses in accordance with the terms of those licences.

Part 12 – Interpretation

49. Interpretation

49.1 In this Memorandum of Understanding (including its appendices), unless the context otherwise requires:

Collective Employment Agreement means the agreement agreed between the NZRPL and the RPC which governs the professional rugby and employment environment for male professional rugby players in New Zealand.

Competition means the Elite XV Competition.

Consultation means that the parties will communicate and impart and receive information and argument with an open mind when that can still realistically influence the outcome.

Contract Year means the calendar year (commencing 1 January and concluding 31 December) and may be defined by reference to a particular year (e.g. Contract Year 2016).

Employment Services means Playing Services, Promotional Services and Media Interviews, and associated travel.

Individual Personal and Performance Plan means an individual plan of training and conditioning covering all aspects of playing the game i.e. technical, tactical, physical, mental, personal and leadership and also covering their personal development including work and/or study, such plan to be agreed between an NZR Nominated High Performance Manager, the NZRPA PDM and the Player with priority being given to maintaining work and/or study.

the **Laws of the Game** means the World Rugby Laws of the Game for Rugby.

Linked Marketing Campaign is a planned advertising promotion, undertaken for the purpose of increasing sales of a product or service, involving a series of advertising publications as defined in the Collective Employment Agreement.

NZRU Player Generated Revenue means the annual consolidated revenue of the NZRPL and its subsidiaries and any **related entity** (being an entity established or conducted for the purpose of generating NZRU Player Generated Revenue) in accordance with Generally Accepted Accounting Principles (**GAAP**).

Player means a person who is a member of the RPC and employed on an Elite XV Contract.

Player Payment Pool/PPP means the player payment pool generated in accordance with the Collective Employment Agreement.

Playing Services means training and preparation for and playing Rugby.

Rugby means the game of Rugby Union Football.

Super Club means the Super Rugby Club which is licensed or contracted to manage a Team which participates in the Competition.

Team means the team that is selected for participation in the Elite XV Competition pursuant to a licence with a Super Rugby Club or other entity approved by the NZRU.

Tools of the Trade means any protective equipment (including equipment such as eyewear, headwear and body armour) used in the course of playing Rugby (without any visible branding or logos).

Working Day means a day other than a Saturday, Sunday or national or provincial public holiday in New Zealand.

World Rugby means the body responsible for administering the game of Rugby internationally formerly known as the International Rugby Board.

Execution

Signed for and on behalf of **New Zealand**)
Rugby Promotions Ltd in the presence of:)
)


Mark Robinson (Oct 21, 2021 17:47 GMT+13)

Mark Robinson
.....

Date: 21-Oct-2021

Signed for and on behalf of **Rugby Players**)
Collective Incorporated in the presence of:)
)


Rob Nichol (Oct 29, 2021 09:51 GMT+13)

Rob Nichol
.....

Date: 29-Oct-2021

The NZRU and NZRPA acknowledge that they are bound by a number of obligations under this agreement and agree to be bound by those terms.


Mark Robinson (Oct 21, 2021 17:47 GMT+13)


Rob Nichol (Oct 29, 2021 09:51 GMT+13)

Appendix 1 – Elite XV Contract

Between **New Zealand Rugby Promotions Ltd (“NZRPL”)**

And **(“You”)**

Introduction

This Elite XV Contract is an employment agreement under which you agree to be employed by the NZRPL for a specified period of time.

In addition to being available to play and train for NZRPL your duties will also include providing Promotional Services and Media Interviews.

You and the NZRPL become parties to this Elite XV Contract by completing and executing this document.

In addition to the terms contained in this fixed term part-time employment agreement you are also subject to other important terms and conditions which apply to all players employed on an Elite XV Contract. Those terms are specified in the Elite XV Competition Memorandum of Understanding (“MOU”).

Conditions

The commencement of this Contract is conditional upon:

- (a) **Release of Medical Information:** you agreeing (by signing and returning this 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 NZRPL (and any third party as necessary) for the purpose of the medical assessment under paragraph (b) below;
- (b) **Medical Fitness Examination:** you undertaking a medical fitness examination as directed by the NZRPL and the NZRPL being satisfied (acting reasonably) that:
 - (i) you are fit to train and play; and
 - (ii) you do not have any injury (or illness) that may prevent you from training and playing for the term of this Contract.

If requested by the NZRPL, you are required to make yourself available to complete your medical fitness examination within two weeks following the date of your acceptance of this Contract. This examination may be done by your Super Rugby Club doctor or a doctor specified by the NZRPL.

For the avoidance of doubt, should the NZRPL not be satisfied (acting reasonably) of both (i) and (ii) above, this Contract shall not come into effect. However, if the NZRPL does not request that you complete a medical fitness examination within two weeks following the date of your acceptance of this Contract, then this condition shall lapse; and

This offer is open for you to accept until _____.

Term

The Term is the period of time during which this Contract is in effect.

The Term commences on 1 January 2022 and expires on 31 March 2022 (subject to the termination provisions contained in the MOU).

Assembly Fees

When you are Assembled to perform Employment Services in accordance with the MOU you will be entitled to be paid Assembly Fees of \$6,250 (gross) for the total period of the Competition. In the event that your Team is selected to the Final, you will receive an additional payment of \$1,250 (gross).

General Terms and Conditions

The RPC and the NZRPL are parties to a MOU and terms and conditions of employment which apply to you are set out in that MOU. This Elite XV Contract is made subject to that MOU. Some of the terms used in this document are defined in the MOU, and you should read both documents to have a full understanding of the terms of your employment.

If you are not a member of the RPC, the terms of the MOU will apply to you for the first 30 days. After 30 days, we will contact you again to confirm whether you have joined the RPC. RPC fees are set by the RPC. The fees payable by you will be deducted by the NZRPL from your pay each month. We encourage you to make contact with the RPC to discuss the benefits of becoming a member of this organisation. The RPC may be contacted by telephoning 0800 PLAYER.

If you choose not to join the RPC within that time the terms and conditions of the MOU will continue to apply after 30 days but you will be obliged to pay a bargaining fee, to be deducted from your retainer and payable to the RPC. These terms and conditions will continue to apply until we both agree, in writing, to vary them.

The MOU sets out the parties' rights and obligations of employment. Some of the relevant terms and conditions which will apply to you are as follows:

- You may perform Personal Promotions but should refer to Part 4 of the MOU before agreeing to perform any such promotional activity.
- You and the NZRPL may agree to terminate this employment relationship at any time. For more information about termination, you should refer to Part 3 of the MOU.
- Any employment problems or disputes will be resolved using the problem resolution provisions of the MOU. Any employment problems must be raised within 90 days of occurring. For more information about problem resolution, you should refer to Part 39 of the MOU.

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 Elite XV Contract, you should sign it where provided below.

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 MOU.

Player

Date: _____

Date:
For and on behalf of
the NZRPL