

Collective Agreement

Between

New Zealand Rugby Union Incorporated

and

Rugby Players Collective Incorporated

2022 - 2023

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Part 1 – Basic Terms

1. Fundamental Principles of Agreement

- 1.1 The NZRU is a member of World Rugby, and a member of SANZAAR. The NZRU selects and manages NZRU Teams and administers the Premier Competition.
- 1.2 The NZRU grants a licence to each of the five founding super rugby clubs for the purpose of allowing each of those Super Rugby Clubs to select and manage a Super Rugby Team in the Super Rugby Competition.
- 1.3 In addition the NZRU has granted two further licences to **Fiji Drua** and **Moana Pasifika** for the purpose of allowing each of these Clubs to select and manage a Super Rugby Team in the Super Rugby Competition.
- 1.4 The Provincial Unions are members of the NZRU. Each Provincial Union selects and manages a representative team which participates in the Premier Competition.
- 1.5 NZRU has established a limited partnership called NZ Rugby Commercial LP (NZRC) and subject to this Collective Agreement (including as outlined in Appendix 15), licenced certain commercial assets including a licence to allow NZRC to use Player Licence Property. The details associated with the ownership, governance, control and/or the involvement of any third parties in NZRC must be agreed between the parties and the commercial documentation (including this Collective Agreement) must be consistent. Further, for the avoidance of doubt, Player Licence Property may not be licenced or assigned to NZRC other than by way of the Collective Agreement.
- 1.6 The NZRU represents the interests of the Super Rugby Clubs, the Provincial Unions and NZRC, and each of those entities agree to be bound by and comply with the terms of this Collective Agreement (insofar as those terms apply to them). Each Super Rugby Club, Provincial Union and NZRC has indicated its acceptance of this arrangement by signing an acknowledgment document, a copy of which is annexed as Appendix 1 to this Collective Agreement.
- 1.7 The NZRU recognises the 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. The RPC is also a signatory to a Memorandum of Understanding with Moana Pasifika.
- 1.8 Together, in this way the NZRU and the RPC are key stakeholders in the business of professional Rugby in New Zealand. The parties recognise the role played by each other in the operation of the business of Rugby in New Zealand and agree that this is necessarily founded upon a relationship of partnership between them.
- 1.9 In entering into this Collective Agreement, the NZRU 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' recognition of the obligations of good faith owed between them in their relationships (as a consequence of the various employment relationships in this Collective Agreement);
 - (b) the parties' mutual desire to create a strong sense of partnership and shared purpose;
 - (c) the parties' mutual desire to reward Players for excellent performance (both on and off the field);
 - (d) the parties' mutual desire to encourage Player retention and to reward loyalty;
 - (e) the parties' mutual desire to work in partnership to ensure that NZRC appropriately exploits the Player Licence Property licenced to it under this Collective Agreement and to successfully pursue commercial opportunities to sustainably grow revenue streams in New Zealand and globally, for the benefit of all of the game; and
 - (f) 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.
- 1.10 The parties will consult with each other about any matter which materially affects (or has the potential to materially affect) their relationship (particularly including any matter under this Collective Agreement).
- 1.11 The parties recognise the importance of this Collective Agreement being monitored as a part of the partnership.
- 1.12 The parties recognise that the financial arrangements agreed pursuant to this Collective Agreement are premised upon financial information (including forecasts) provided by the NZRU and NZRC (including information provided on behalf of Super Rugby Clubs and Provincial Unions), and that the parties rely upon the accuracy of that information, and ongoing consistency and application by these organisations of their accounting policies and principles and financial reporting, in applying this Collective Agreement (subject to certain changes in accounting practice that may be required in the event of change to the International Public Sector Accounting Standards (IPSAS)).
- 1.13 No party (including, for the purposes of this sub-clause, each of the Super Rugby Clubs, the Provincial Unions and NZRC) may contract out of, undermine, or act contrary to any provisions of this Collective Agreement. In particular, none of these entities 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 him or her under this Collective Agreement.
- 1.14 The parties acknowledge their mutual interest in working in partnership (at both management and governance levels) in the key decision-making processes affecting Rugby in New Zealand. To this end the parties recognise the benefit of them working

together in such decision-making processes. During the Term of this Collective Agreement the parties agree to give practical effect to this by (at a minimum):

- (a) For the purpose of allowing discussion on relevant matters under this Collective Agreement:
 - (i) The RPC will, where agreed, accord the NZRU (or a Super Rugby Club or Provincial Union acting on its behalf) an ability to participate in its Board meetings;
 - (ii) The NZRU will, where agreed, accord the RPC an ability to participate in its Board meetings;
 - (iii) The NZRU will, where agreed, accord the RPC an ability to participate in its Rugby Committee, Commercial, Audit and Risk and Strategy Committee meetings.
- (b) In each case, attendance at a meeting pursuant to this clause will entail speaking rights but not voting rights. The parties, including NZRC, will consult with each other regarding key decision-making processes and will, where agreed, allow each other direct representation and participation in any forums and working groups which are set up by either of them for the purpose of considering matters that impact on the Players.
- (c) The parties, including NZRC, will have quarterly work in progress meetings to discuss relevant matters.
- (d) The parties, including NZRC, will work together and attempt to agree on:
 - (i) the nature and format of any competitions in which New Zealand Teams will participate beyond the expiry of the Term; and
 - (ii) the related broadcasting arrangements for those competitions.

In the event that the parties, including NZRC, cannot reach agreement in respect of these matters, the parties, including NZRC, agree to attend mediation prior to any final decisions being made by the NZRU or NZRC.
- (e) The parties will meet to discuss:
 - (i) The coming into force; or
 - (ii) Any proposal for alteration to,

any World Rugby, SANZAAR, or other third-party Rules or Regulations which either party considers may materially affect Players or the competitions in which they play. The parties will attempt to agree how any such Rules or Regulations will apply to Players under this Collective Agreement.

2. Parties

2.1 This Collective Agreement is between:

- (a) New Zealand Rugby Union Incorporated (the **NZRU**); and
- (b) Rugby Players Collective Incorporated (the **RPC**).

The NZRU and the RPC together are referred to as the **parties**.

3. Term

3.1 This Collective Agreement will be deemed to have come into force on 1 January 2022 and will continue until 31 December 2023 (the Term).

4. Variation

4.1 The parties recognise that circumstances may arise which make it desirable to vary this Collective 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 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 The parties agree to meet to consider a variation (without any obligation to agree to vary) in any of the following circumstances:

- (a) in the event that any proposal is made for alteration to competitions in which New Zealand Teams play which affects Players;
- (b) in the event that any material aspect of the relationship between NZR and NZRC is altered or terminated which affects Players;
- (c) in the event of any World Rugby, SANZAAR, NZRU or Provincial Union Rules or Regulations coming into effect, or any alteration, or proposal for alteration, to World Rugby, SANZAAR, NZRU or Provincial Union Rules or Regulations which may materially affect Players or which are contrary to any provision of this Collective Agreement;
- (d) in the event that there is any alteration to the teams which play in the Premier Competition. In the event that the representative team of a provincial union is added to the Premier Competition, that provincial union will be required to sign an acknowledgment in the same terms as Appendix 1, and that document will be regarded as a variation to Appendix 1 accordingly (and that provincial union shall be added to the definition of Provincial Union in part 13);

- (e) in the event there is a material variation to forecast Super Club, Provincial Union, NZRU Revenue or NZRU PGR or Competitions during the Term, the NZRU undertakes to notify the RPC as soon as possible and the parties agree to meet and consider in good faith any proposed variations to the PPP, competition or professional rugby relation activity and/or expenditure.

4.3 For the avoidance of doubt, the appendices to this Collective Agreement form part of it, and may only be varied in accordance with this clause with the exception of Appendix 8, which may be amended as follows:

- (a) in the first instance, the NZRU must meet with the RPC and attempt to obtain its agreement to any amendment;
- (b) if the RPC unreasonably withholds agreement, the NZRU may proceed to make the amendment (provided that, in that event, the RPC may seek to rely upon the problem resolution provisions of this Collective Agreement).

4.4 This Collective Agreement refers to a number of protocols and regulations that have been, or will be, developed and agreed between the parties. These documents (only insofar as they apply to this Collective Agreement and Players) are deemed to form part of this Collective Agreement, and include the:

- (a) NZRU Player Eligibility and Player Movement Regulations;
- (b) NZRU Domestic Competition Regulations;
- (c) NZRU Salary Cap Regulations;
- (d) Super Rugby Replacement Player Protocols;
- (e) NZRU Super Rugby Contracting Regulations;
- (f) NZRU Betting and Anti-Corruption Regulations;
- (g) NZRU Supplements Regulations; and
- (h) NZRU Illicit Drugs Policy.

and cannot be varied except in accordance with this Collective Agreement.

4.5 A variation to this Collective Agreement may not have any retrospective effect upon an existing arrangement entered into by a Player, the NZRU, a Super Rugby Club, a Provincial Union, NZRC or the RPC unless agreed otherwise.

5. Coverage

- 5.1 This Collective Agreement and the Memorandum of Understandings for the Black Ferns Team, Super Rugby Aupiki and Black Ferns Sevens Team contain the terms and conditions of employment for all Players who are employed to provide Employment Services for New Zealand Teams.
- 5.2 For the avoidance of doubt, this Collective Agreement does not apply to the New Zealand Secondary Schools Team but does apply to the Under 20 National Team.

6. The Employment Environment under this Collective Agreement

- 6.1 Players may be employed to play Rugby for a New Zealand Team (and, for the avoidance of doubt, may not be retained on any basis other than employment).
- 6.2 A person who is not a member of the RPC (or elects not to become a member of the RPC) may be employed by the NZRU to play Rugby for a New Zealand Team provided that:
- (a) the NZRU will deduct, and pay to the RPC, an amount equal to the union fees which that person would otherwise be obliged to pay under this Collective Agreement (and the NZRU will notify the RPC about the fact that it has employed a person who is not a member of the RPC); and
 - (b) this Collective Agreement will apply to that person as if they were an RPC member provided that:
 - (i) if payment is made to the person in accordance with the relevant provisions of this Collective Agreement, such payments come from the Player Payment Pool and the salary cap provisions of this Collective Agreement will apply; and
 - (ii) such person will not be eligible to share in any distribution of positive balance in the Variation Ledger under clause 11.3; and
 - (iii) such person will not be eligible to receive any contributions from the NZRU under the Player Savings Scheme; and
 - (iv) such person will not be entitled to any payment of net revenue from the sale of any Commercial Merchandising Product; and
 - (v) for the avoidance of doubt, the Benevolent and Welfare Fund does not apply to such person.
- 6.3 The NZRU is the sole employer of persons employed to play Rugby for a New Zealand Team.

6.4 The parties recognise that:

- (a) the operational requirements of the NZRU, the Super Rugby Clubs and the Provincial Unions are such that fixed term employment arrangements are necessary, and that nothing in this Collective Agreement will be interpreted to give rise to an expectation that any such fixed term will lead to further employment; and
- (b) the Playing Contracts created pursuant to this Collective Agreement are fixed term employment agreements established on reasonable grounds taking into account the NZRU's genuine business needs (and therefore acknowledged by the parties as meeting the requirements of section 66 of the Employment Relations Act 2000).

6.5 A Provincial Union may, with the prior written consent of the NZRU:

- (a) by using the Playing Contract provided at Appendix 10, enter into a Provincial Union Contract with a Player on the NZRU's behalf; and
- (b) by using the Playing Contract provided at Appendix 11, enter into a Provincial Union Development Contract with a Player on the NZRU's behalf.

For the avoidance of doubt, a Provincial Union may not negotiate with a Player on behalf of the NZRU for an NZ Rugby Contract, an NZ Rugby Interim Contract, an NZ Rugby National Development Contract, an NZ Rugby Draft Contract or an NZRU Sevens Contract.

6.6 The NZRU may:

- (a) by using the Playing Contract provided at Appendix 4, enter into an NZ Rugby Contract with a Player;
- (b) by using the Playing Contract provided at Appendix 5, enter into an NZ Rugby Interim Contract with a Player;
- (c) by using the Playing Contract provided at Appendix 7, enter into an NZ Rugby Draft Contract with a Player;
- (d) by using the Playing Contract provided at Appendix 9, enter into an NZRU Sevens Contract with a Player; and
- (e) By using the Playing Contract provided at Appendix 6 enter into an NZRU National Development Contract.

Where any of these Playing Contracts establish a Player's Agreed Super Rugby Club, that Super Rugby Club must counter-sign the Playing Contract, signifying its understanding and acceptance of obligations under this Collective Agreement. For

the purposes of this clause, up to 3 Players in each Contract Year can nominate their Agreed Super Rugby Club as Moana Pasifika.

- 6.7 A Super Rugby Club may, on behalf of the NZRU (and consistent with Part 7 of this Collective Agreement), negotiate with a Player to determine:
- (a) that he wishes that Super Rugby Club to be his Agreed Super Rugby Club;
 - (b) his NZ Rugby Term; and
 - (c) his Super Rugby Retainer Component or Super Rugby Draft Retainer Component of his NZ Rugby Retainer up to the amounts specified in clause 59.7 in respect of each Contract Year during his NZ Rugby Term (and on the basis that the NZRU may separately negotiate the Player's NZRU Retainer Component). For the avoidance of doubt, a Super Rugby Club may not negotiate with a Player on behalf of the NZRU for an NZRU Sevens Contract, a Provincial Union Contract or a Provincial Union Development Contract, except in the manner provided for pursuant to clause 71.9 of this Collective Agreement.

7. Secondment

- 7.1 The NZRU will second each Player who is a party to a Provincial Union Contract or Provincial Union Development Contract to his agreed Provincial Union for the term of that Playing Contract unless he is otherwise required to perform Employment Services for the NZRU and/or a Super Rugby Club.
- 7.2 The NZRU will second each Player who is a party to an NZ Rugby Contract, NZ Rugby Interim Contract (where relevant) or NZ Rugby Draft Contract to his Agreed Super Rugby Club for the period of each Super Rugby Competition during the term of his Playing Contract unless he is otherwise required to perform Employment Services for the NZRU.
- 7.3 The terms of this Collective Agreement will, where relevant, continue to apply during any such secondment.
- 7.4 The NZRU will, to the extent required to allow compliance with this Collective Agreement, delegate power to each Super Rugby Club and Provincial Union to direct Players to perform relevant obligations.
- 7.5 A Provincial Union is responsible for making payment to the Player of any amounts agreed in that Player's Provincial Union Contract or Provincial Union Development Contract, provided that the NZRU remains ultimately responsible for ensuring the discharge of any obligations entered into on its behalf by a Provincial Union, subject to clause 105.11.

7.6 It has been agreed that NZR may second to Moana Pasifika up to 3 Players in each Contract Year, employed on an NZRU Rugby Contract or NZRU Interim Contract subject to the following conditions:

- (a) Moana Pasifika will, in conjunction with NZRU, approve a Player's Super Rugby Retainer or other remuneration in the relevant agreement;
- (b) NZRU will be responsible for paying the Player but be reimbursed by Moana Pasifika the retainer component up to \$195,000 per Player per annum;
- (c) Moana Pasifika will comply with the terms of the Collective Agreement;
- (d) Moana Pasifika will manage the Player in accordance with the terms of the Collective Agreement throughout the secondment; and
- (e) Secondment pursuant to this clause will end at the conclusion of the relevant Super Rugby Competition or the expiry of the relevant NZRU Rugby Contract or NZRU Interim Contract.

Part 2 – NZRU Player Generated Revenue and the Player Payment Pool

8. NZRU Player Generated Revenue and the Player Payment Pool

8.1 For the purposes of this Collective Agreement, and unless otherwise agreed in respect of any specific revenue source, NZRU Player Generated Revenue is the annual consolidated revenue of the NZRU and its subsidiaries and any related entity (being an entity established or conducted for the purpose of generating NZRU Player Generated Revenue including NZRC) in accordance with International Public Sector Accounting Standards (IPSAS) including:

- (a) broadcasting revenue;
 - (b) sponsorship revenue related to professional rugby activity;
 - (c) match day revenue less direct costs calculated pursuant to a genuine match hosting agreement and in a manner consistent to prior Contract Years, subject to confirmation at the end of each year end by RPC which will only be withheld if such costs are inconsistent with the above.
 - (d) licensing revenue (excluding revenue from Commercial Merchandising Products);
 - (e) any payments received from World Rugby, Rugby World Cup Limited, or any national rugby union related to professional rugby activity;
 - (f) any other revenue generated through Player activity or through the involvement of Players (including activity undertaken by players as part of the Black Ferns, Super Rugby Aupiki or Black Ferns Sevens Team);
 - (g) any foreign exchange gains or losses including foreign exchange gains or losses resulting from hedging contracts put in place by the NZRU on revenue received in foreign currency pursuant to paragraphs (a)-(f) above;
 - (h) funding received from High Performance Sport NZ, or its equivalent, for the All Blacks Sevens Team and New Zealand Women's Sevens Team; and
- less
- (i) any bad debts as approved by RPC, such approval not to be unreasonably withheld;
 - (j) any agency fees / commissions (calculated pursuant to a genuine agency/commission agreement) subject to confirmation at the end of each Contract Year by RPC which will only be withheld if such agency fees/commissions are inconsistent with the above;

- (k) any direct costs associated with developing and operating new business initiatives (NBIs), as agreed on a case by case basis (not to be unreasonably withheld). For the avoidance of doubt, the Parties note that in principle, the NBIs referenced in the 2022/2023 financial model are initiatives which on current projections would need to be accounted for on a net cost basis (in order to allow full business models to be developed for such initiatives) but any decision to proceed to launch any NBI's on a net cost basis are to be consulted on and agreed;

and excluding:

- (l) sponsorship revenue for amateur teams or community rugby purposes;
- (m) Super Rugby Club revenue and Provincial Union Revenue;
- (n) grants received unrelated to professional Player activities or which are specifically tagged for development;
- (o) interest earned on NZRU cash and investments;
- (p) Prize Money;
- (q) the adidas bonus in the event that the All Blacks win a Rugby World Cup;
- (r) any other revenue not generated through Player activity or not through the involvement of Players;
- (s) foreign exchange gains or losses including foreign exchange gains or losses resulting from hedging contracts put in place by the NZRU on revenue covered by paragraphs (l)-(r);
- (t) an agreed portion of the annual revenue from Sky Network Television Ltd (**Sky**) that is to be paid to Rugby Australia;
- (u) any agreed portion of annual revenue from Sky that is attributable to the uplift in broadcast revenue from Sky related to the inclusion of Moana Pasifika and the Fijian Drua;
- (v) the portion of annual revenues for media rights from outside of New Zealand, Australia and Fiji that are attributable to the Super Rugby Competition and which are payable by NZRU to Moana Pasifika and the Fiji Rugby Union (on behalf of the Fijian Drua) pursuant to their licence agreements to participate in that competition; and
- (w) all revenue received by NZRU in relation to the Women's Rugby World Cup in 2022.

8.2 The NZRU has provided financial information, including forecasts of NZRU Player Generated Revenue, which are annexed as Appendix 2. The NZRU acknowledges that the RPC has entered into this agreement in reliance upon its calculations and forecasts of NZRU Player Generated Revenue. The NZRU undertakes that the

definition of NZRU Player Generated Revenue in this clause was applied by it in developing its calculations and forecasts, and that they were prepared in good faith.

8.3 Neither the NZRU, NZRC nor any subsidiaries and any related entity having any interest in the matters covered by this Collective Agreement (including the Super Rugby Clubs), may:

- (a) amend any existing agreement with a Sponsor, supplier, Broadcaster or licensee for the purpose of avoiding inclusion of revenue in NZRU Player Generated Revenue;
- (b) enter into any new agreements with a Sponsor, supplier, Broadcaster or licensee for the purpose of avoiding inclusion of revenue in NZRU Player Generated Revenue;
- (c) enter into any group sponsorship, broadcasting or licensing arrangement for the purpose of avoiding inclusion of revenue in NZRU Player Generated Revenue;
- (d) unless otherwise agreed between the parties, sell or divest itself of any NZRU property, the exploitation of which would otherwise be NZRU Player Generated Revenue,

with the intent or effect that any revenue entitlement from any source which directly or indirectly is intended for the benefit of the NZRU, NZRC or any related entity is included in or excluded from NZRU Player Generated Revenue.

8.4 The following provisions apply to goods and services received by the NZRU, NZRC and its subsidiaries and any related entity having any interest in the matters covered by this Collective Agreement (excluding Super Rugby Clubs and Provincial Unions) in full or part consideration of the activities listed in this clause (Contra):

- (a) the value of Contra will only be taken into account for the purposes of calculating NZRU Player Generated Revenue where such value (calculated using IPSAS) from a particular organisation (as prescribed in any relevant contractual arrangements) exceeds \$200,000 per annum (unless otherwise agreed);
- (b) the NZRU or NZRC will not amend any existing agreement with a Sponsor or supplier so as to convert cash sponsorship to Contra for the purpose of avoiding inclusion in NZRU Player Generated Revenue; and
- (c) for the purposes of calculating NZRU PGR, the value of contra provided by adidas international will be capped at actual contra provided up to the currently contracted maximum value.

8.5 Where, in any particular Contract Year, the NZRU or NZRC repays any revenue or returns any Contra that is otherwise included in the calculation of NZRU Player Generated Revenue for that Contract Year, the NZRU Player Generated Revenue for that Contract Year will be adjusted by deducting the amount of the repayment or the notional amount of the returned Contra (as the case requires).

- 8.6 In calculating NZRU Player Generated Revenue, the NZRU shall deduct any withholding tax or other taxes (including income tax, other direct or indirect taxes including GST, VAT, levies or other duties or any equivalent tax) imposed on the NZRU Player Generated Revenue by any government or regulatory authority (whether in New Zealand or elsewhere in the world).
- 8.7 The parties recognise that a national representative team may be assembled on the basis that the cost of assembly is met by a third party. In such circumstance, the parties agree to meet to discuss how the revenue should be reflected in NZRU Player Generated Revenue and the Player Payment Pool, on the basis that neither party benefits unfairly from the arrangements either by double dipping or missing out on revenue that should fairly be categorised as NZRU Player Generated Revenue.
- 8.8 In recognition of the settlement of the Super Rugby 'Front of Jersey' issue:
- (a) in Contract Year 2022 NZRU will:
 - (i) attribute \$300,000 as NZRU Player Generated Revenue and the amount of 36.56% of that sum will be added to the Player Payment Pool; and
 - (ii) contribute \$256,000 to the Player Payment Pool.
 - (b) in each Contract Year following this, the NZRU will attribute \$1.7 million as NZRU Player Generated Revenue and the amount of 36.56% of that sum will be added to the Player Payment Pool. This amount may only be varied with the consent of the RPC; and
 - (c) The RPC agrees that, in respect to Super Rugby Club licence fees payable in each Contract Year from 2023, the first \$1.4 million received will not be classified as NZRU Player Generated Revenue.

9. Player Payment Pool

- 9.1 The Player Payment Pool is established in each of the Contract Years 2022 and 2023 as 36.56% of NZRU Player Generated Revenue in those Contract Years. Forecasted NZRU Player Generated Revenue and the forecasted Player Payment Pool is attached as Appendix 2.
- 9.2 The Player Payment Pool is an amount set aside to be applied for the benefit of Players and their interests and has been calculated to reflect the contribution made by Players and the RPC to the partnership of the business of Rugby (which generates NZRU Player Generated Revenue).
- 9.3 Payments from the Player Payment Pool must be made in accordance with this Collective Agreement. The parties' forecasts for such payments for each of Contract Years 2022 and 2023 are attached as Appendix 3. For the avoidance of doubt, however, the parties acknowledge that the NZRU (and the Super Rugby Clubs and Provincial Unions) are, or may be, required to make payment of other amounts under this Collective Agreement.

- 9.4 The Player Payment Pool will provide a contribution to Provincial Union contracting costs calculated as follows:
- (a) in each of Contract Years 2022 and 2023, \$1 million plus 20% of the Player Payment Pool in excess of \$80 million and up to \$100 million and 5% of the Player Payment Pool in excess of \$100 million; and
 - (b) in Contract Year 2024, should the Term be extended by operation of the law or by agreement between the parties without a replacement Collective Agreement having been agreed, \$2 million plus 30% of the Player Payment Pool in excess of \$85 million and 5% of the Player Payment Pool in excess of \$100 million.
 - (c) In respect of any amount of funding that the Moana Pasifika Trust (or any associated entity) draws down from the underwrite facility that is incorporated in its licence agreement with NZRU to participate in the Super Rugby Competition (up to the maximum agreed), 36.56% of that sum will be deducted from the Player Payment Pool in the relevant financial year, provided that if the funds drawn down by Moana Pasifika Trust are repaid, in whole or in part, 36.56% of the repaid funds will be repaid into the Player Payment Pool.
- 9.5 The Parties agree that NZRU will pay an amount of \$5 million into the Player Payment Pool to extinguish the Variation Ledger deficit as at 31 December 2021 and to settle all outstanding issues regarding ABEX revenue treatment for Contract Years 2020 and 2021, Sport NZ Covid relief funding and government wage subsidy.
- 9.6 The parties have agreed the following in relation to the All Blacks Experience (ABEx):
- (a) the Licence Fee, Royalties (or a lump sum estimate of this amount) and any other cash distribution (excluding loan repayments) received by NZRU from ABEx will not form part of NZRU Player Generated Revenue;
 - (b) the Licence Fee or Royalties payable to NZR by ABEX can be waived for the 2021 calendar year;
 - (c) From 1 January 2022:
 - (i) the Player Payment Pool revenue share percentage (36.56%) of the Licence Fee, Royalties (or a lump sum estimate of this amount) and any other cash distribution (excluding loan repayments) received by NZRU from ABEx will be held on trust by NZR to be allocated as agreed eg. potentially a separate line in the PPP, or to the Black Jersey Trust and or the RPC on a basis to be agreed; and
 - (ii) ABEx annual reported profit or loss will not form part of PGR or the PPP;
 - (d) NZR will pay the gross revenue (i.e. 7.5% of net revenue to ABEX) that it receives from ABEX from any photographic licensed product that ABEX chooses to adopt which uses player imagery in accordance with the above

clause. Any photographic licensed product will require at least 5 current Players where the group comprises more than 1 NZRU Team or 3 where they are from 1 NZRU Team;

- (e) capital proceeds or gain from an NZR sale of its interests in ABEX will not be treated as NZRU Player Generated Revenue, but any such sale will require agreement on how Player Licence Property and individual player property will continue to be assigned;
- (f) player consent forms will be forwarded to NZR on execution of this agreement; and
- (g) obligations on the RPC pursuant to the Content Capture Protocols as agreed with ABEX in July 2020 will be obligations that are enforceable by NZR under this Collective.

10. Audit

10.1 There shall be a procedure for the annual auditing of NZRU Player Generated Revenue and the Player Payment Pool as follows:

- (a) Interim Report:
 - (i) the NZRU shall provide the RPC with interim reports every three months during each Contract Year. These reports shall highlight how its financials (including the Player Payment Pool) are tracking against forecast and any anomalies or significant events which have or could occur during the Term which may have a material effect on the financial structure of the agreement, the Player Payment Pool and/or forecasted NZRU Player Generated Revenue;
 - (ii) in the course of any particular Contract Year the NZRU must immediately advise the RPC if it becomes aware of any events or anomalies which may cause actual NZRU Player Generated Revenue and/or the Player Payment Pool to deviate materially from the forecasts appended to this Collective Agreement.
- (b) Annual Audit:
 - (i) the RPC will receive a report annually from the NZRU's auditors of NZRU Player Generated Revenue and the Player Payment Pool;
 - (ii) this annual audit report will, amongst other things:
 - A. determine whether actual NZRU Player Generated Revenue matched, exceeded or was less than, forecast NZRU Player Generated Revenue in each Contract Year; and
 - B. determine whether actual total payments made from the Player Payment Pool matched, exceeded or were less than,

the forecast total payments from the Player Payment Pool in each Contract Year;

- (iii) the RPC may, acting reasonably, having received the audit report, appoint a qualified auditor (approved by the New Zealand Institute of Chartered Accountants) to verify (including by accessing any necessary information) that the provisions of this Collective Agreement have been applied appropriately in the calculation of NZRU Player Generated Revenue and the Player Payment Pool. The RPC's appointed auditor will work with the NZRU's auditor before electing to conduct his or her own audit under this provision;
- (iv) the auditor will advise the RPC of the accuracy of the NZRU audit report and answer any questions that the RPC may have in a way that maintains the confidentiality of the information.

11. Variation Ledger

11.1 For the purposes of this clause, an accounting ledger (the Variation Ledger) shall be established. The forecasted balance of the Variation Ledger in each of Contract Years 2022 and 2023 is attached in Appendix 2. The balance of the Variation Ledger shall be applied as provided in this Collective Agreement.

11.2 In respect of each Contract Year:

- (a) if the actual total payments made from the Player Payment Pool were less than the actual Player Payment Pool the amount of such difference will be added to the Variation Ledger;
- (b) if the actual total payments made from the Player Payment Pool exceeded the actual Player Payment Pool, the amount of such difference will be subtracted from the Variation Ledger;
- (c) if the actual total payment made from the Player Payment Pool matched the actual Player Payment Pool, no adjustment will be made to the Variation Ledger.

11.3 At the end of each Contract Year and subject to clause 11.4:

- (a) If the Variation Ledger has a balance in excess of the forecasted Variation Ledger balance, the amount of that excess shall be allocated towards the future expenditure from the Player Payment Pool or other initiatives as may be agreed for the benefit of Players. The parties will meet to discuss how this amount shall be allocated for the benefit of Players. In the course of such discussions, the Players' reasonable wishes, as presented by the RPC, shall be accorded paramount importance.

However, the parties expressly record that there may be a need to retain, in whole or in part, an excess balance in order to offset against a revised NZRU Player Generated Revenue forecast which reveals an upcoming

negative balance below the forecasted Variation Ledger balance occurring within the Term of this Collective Agreement. The parties agree that in such circumstances serious consideration will be given to retaining, in whole or in part, an excess balance to offset, in whole or in part, a forecasted negative balance below the forecasted Variation Ledger.

In the event that no agreement can be reached on these issues, the parties may rely upon the problem resolution provisions in this Collective Agreement.

- (b) If the Variation Ledger has a balance equal to the forecasted Variation Ledger no action need be taken.
- (c) If the Variation Ledger has a balance below the forecasted Variation Ledger, the amount of that balance shall be carried forward to the following Contract Year (including, for the avoidance of doubt, Contract Year 2024).

11.4 The parties intend to manage the Player Payment Pool based on a rolling five year forecast.

12. High Performance Sport New Zealand Funding ("HPSNZ")

12.1 The Parties have agreed that it is appropriate that funding provided by HPSNZ should be forecasted as part of NZRU Player Generated Revenue for so long as it is provided in respect of the Men's and Women's Sevens high performance programme.

12.2 The parties have also agreed that should this funding not eventuate in full or in part, they will consult about the potential implications of any reduced funding.

12.3 In light of the special circumstances in which such funding was included in NZRU Player Generated Revenue, a reduction in HPSNZ funding for the Men's and / or Women's Sevens high performance programme may result in expenditure on Sevens rugby as provided for in the Player Payment Pool being less than forecast in Appendix 3 in the absence of any agreement to the contrary between the Parties.

Part 3 – Property

13. Principles

13.1 Player Property means in respect of each Player any means of identifying that Player. This includes:

- (a) the Player's name, nickname, image, signature, photograph, voice, talents, and any other identifying features of the Player on, or in, any written or printed form or any audio, video and digital recordings;
- (b) any means of sharing an identifiable Player's sensory perspective of, or experience of, any aspect of his/her employment. This includes capture and broadcast through virtual or immersive technologies; and
- (c) a licence of any relevant trademarks that the Player may have registered or which the Player may have applied for registration.

13.2 Each individual Player owns his or her Player Property. This is each Player's intellectual property.

13.3 For the purpose of this Collective Agreement NZRU owns the exclusive rights to the use of its property (including its names and logos and the names, logos and Uniforms of New Zealand Teams). This is NZRU's intellectual property.

13.4 The RPC owns the exclusive rights to the use of its property (including its names and logos). This is the RPC's intellectual property.

13.5 In this Collective Agreement a Uniform of a New Zealand Team is:

- (a) any team strip worn by Players when playing in a match for that Team; and
- (b) any clothing issued to Players by that Team as part of Team outfitting which (apart from Formal Wear i.e. business suits, overcoats, business shirts, ties, formal shirts and formal shoes) incorporates that Team's name and logo; and
- (c) any other apparel approved by the RPC (not to be unreasonably withheld).

14. Player Licence Property

14.1 Each Player licenses to the RPC, which in turn, licenses to NZRU:

- (a) for the Term of this Collective Agreement (and any extension of the Term pursuant to law); and
- (b) if it extends beyond the expiry of the Term, for the term of that Player's Playing Contract,

an exclusive worldwide licence to use, and, subject to the Collective Agreement, to sub-license the use of, that Player's Player Property by associating it with the name, logo and Uniform of a New Zealand Team to which that Player is selected during the Term and in such a way as to identify that Player as a member of that New Zealand Team. The property created by this association is the **Player Licence Property**.

- 14.2 For the avoidance of doubt, from the time Player Licence Property is created, the NZRU has the exclusive right to use, reuse, develop and sub-license such Player Licence Property on a worldwide, irrevocable basis despite the expiry of this Collective Agreement. It also means that, beyond the expiry of the Term, NZRU has the exclusive, perpetual right to use, develop and sub-license, on a worldwide, irrevocable basis, Player Licence Property created by using (in accordance with sub-clause 14.1) the Player Property of Players whose Playing Contracts expire beyond the Term (provided it is created before the termination of those Players' Playing Contracts).
- 14.3 Player Licence Property may not be created other than pursuant to this Collective Agreement. It is accepted that a breach of this clause is likely to give rise to substantial financial damages and in entering into this Collective Agreement each of NZRU and the RPC acknowledges the significant damages that they would owe the other (or that any other entity which is licensed the right to use the Player Licence Property would owe them) in the event of such breach. It is also accepted that monetary damages alone may not be adequate compensation for breach and, accordingly, it is acknowledged that an injunction or other equitable relief from a court of competent jurisdiction may also be sought.
- 14.4 For the purpose of the Player Licence Property, a Player is identified as a member of a New Zealand Team if there is an association of the Player Property of three or more Players employed to provide their Playing Services for the same Team, or for different Teams which play in the same competition:
- (a) in a single image, recording or publication, and in such manner so as each Player is clearly distinguishable; or
 - (b) (subject to the relevant terms in this clause) in a Linked Marketing Campaign.
- 14.5 For the avoidance of doubt clause 14.3 does not prevent a Player (on his or her own behalf or with one other) from agreeing to provide his Player Property for the Promotion of Rugby, such as in radio advertisements encouraging fans to attend games.
- 14.6 A 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 and involving:
- (a) more than one advertising medium;
 - (b) the use of an identifiable registered trademark of NZRU;
 - (c) more than four unique creative executions, each one involving:

- (i) the Player Property of at least one Player who is a member of the same NZR Team (or different NZR Teams which play in the same competition);
- (ii) the Player Property of a different Player (or Players); and
- (iii) in respect of each Player, the name, logo and Uniform of the NZR Team of which he is a member;

and

- (d) the equitable distribution of those creative executions (so that no individual execution (or Player Property) is used or distributed disproportionately).

14.7 NZRU and/or NZRC must give notice to the RPC of any Linked Marketing Campaign undertaken (including pursuant to the licensing provisions in this Part).

14.8 In each Contract Year, a maximum number of:

- (a) four Linked Marketing Campaigns may be undertaken by NZRU (or NZRC, acting on behalf of NZRU); and
- (b) one Linked Marketing Campaign may be undertaken for the benefit of each of the five Super Rugby Clubs.

14.9 Notwithstanding the preceding provisions, the parties may agree that, in certain limited circumstances, Player Property may be used in a manner otherwise inconsistent with this clause.

This provision is intended to cover the situation where NZRU may wish to use the Player Property of Players (or former players) who have played for the same Team in different years (and who therefore may not have played alongside each other) – such as a “Best All Blacks of All Time” promotion.

Such promotion must identify any Player as a member of a New Zealand Team. For the purpose of this provision, a Player is identified as a member of a New Zealand Team if:

- (a) there is an association of the Player Property of five or more Players (or former players) who have, over time, provided their Playing Services for the same Team;
- (b) there is an association with the name, logo and Uniform of that New Zealand Team;
- (c) the promotion involves a single image, recording or publication, and in such manner that each Player (or former player) is clearly distinguishable.

Provided that the conditions of this provision are met (including obtaining the consent of the RPC), property created in this way will be deemed to be Player Licence Property.

15. Use and Licensing of Player Licence Property

15.1 NZRU, as consented to by the RPC, may at any time:

- (a) use, or deal with, or allow a Provincial Union or Super Rugby Club to:
 - (i) use, or deal with, the Player Licence Property for the Promotion of Rugby; or
 - (ii) license the right to use it to a Sponsor or Broadcaster;
- (b) license the right to use Player Licence Property to NZRC which it may, in turn (subject to the terms of this Collective Agreement):
 - (i) license the right to use it to a Sponsor or Broadcaster; or
 - (ii) use, or deal with, the Player Licence Property for the Promotion of Rugby;

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

15.2 The use of Player Licence Property, by any party (including those entities to whom the right is licensed), in audio visual executions is:

- (a) governed by the terms of the Collective Agreement;
- (b) guided by the style, content, and use of Player Licence Property, 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:
 - (i) 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);
 - (ii) 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
 - (iii) the most important principle applying to the use of Player Licenced Property is that it must create a strong overall association between the Sponsor or the Broadcaster and the relevant team.

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

16. Use of Player Licence Property for Promotion of Rugby

- 16.1 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 a New Zealand Team (or Teams).
- 16.2 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.
- 16.3 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.

17. Licence of Player Licence Property to NZRC (and subsequent licence to Sponsors and Broadcasters)

- 17.1 The parties have entered into an arrangement whereby RPC has consented for NZRU, to license Player Licence Property to NZRC. NZRC is given certain rights to exploit this Player Licence Property by licensing it to Sponsors and Broadcasters for the purpose of allowing those Sponsors and Broadcasters to associate the Player Licence Property with their goods or services. For the avoidance of doubt, NZRC may not license the right to use Player Licence Property to any entity other than a Sponsor or Broadcaster, without the consent of NZRU, and RPC.
- 17.2 A Sponsor:
- (a) is a party which is given the right to promote its goods or services by association with Player Licence Property (and/or, more broadly, NZRU's intellectual property); and
 - (b) excludes:
 - (i) World Rugby and Rugby World Cup Limited; and
 - (ii) the promotion of Licensed Products.
- 17.3 A Broadcaster is a party with whom either NZRU or NZRC has entered into an agreement for the recording and broadcasting of any Rugby game played by a New Zealand Team (but, for the avoidance of doubt, excludes the World Rugby and Rugby World Cup Limited). For the avoidance of doubt, a Broadcaster includes sub-licensees and subsidiaries provided that any sub-licence of Player Licence Property to those sub-licensees and subsidiaries has been approved by NZRU and RPC.
- 17.4 The RPC acknowledges that NZRU has entered into arrangements, or has allowed Super Rugby Clubs or Provincial Unions to enter into arrangements, with certain other entities (which are not Sponsors or Broadcasters):
- (a) which have as their primary business travel and/or hospitality services; or

- (b) which license NZRU intellectual property for goods or services;

and which result in the generation of NZRU Player Generated Revenue, Super Rugby Club player generated revenue, and/or Provincial Union Commercial Revenue.

In respect of these entities, NZRU may license Player Licence Property which is playing footage (including still photography of playing footage) of a New Zealand Team (or Teams). NZRU must notify and consult with the RPC prior to any such license.

- 17.5 Except as provided in this Part, neither NZRU and/or NZRC may license the Player Licence Property to a party other than a Sponsor or Broadcaster (nor may a Sponsor or Broadcaster sub-license 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.
- 17.6 Monetary damages may be sought for breach of this clause, although it is accepted that such damages alone may not be adequate compensation and, accordingly, it is acknowledged that an injunction or other equitable relief from a court of competent jurisdiction may also be sought.

18. **Obligation to consult**

- 18.1 One of the foundations of this Collective Agreement is an obligation upon the parties to be active and constructive in establishing and maintaining a productive relationship in which they are responsive and communicative with each other. These principles:
 - (a) apply to the use of Player Licence Property, and require prompt and open consultation prior to its use; and
 - (b) apply not only to the parties to this Collective Agreement, but also to NZRC (and NZRU must ensure that appropriate contractual provisions are in place to ensure this).
- 18.2 NZRU and the RPC 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 to function in practice, open and early consultation is required, and an overriding attitude of co-operation is needed.
- 18.3 NZRU (and/or a Super Rugby Club and/or Provincial Union) must consult with the RPC:
 - (a) prior to using or dealing with Player Licence Property for the Promotion of Rugby; and
 - (b) prior to the use of the Player Licence Property, either by it, or by any Sponsor or Broadcaster to whom the Player Licence Property is licensed;

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:

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

18.4 NZRC must:

- (a) Disclose to the RPC:
 - (i) any Sponsor or Broadcaster with whom it has entered into any form of arrangement or relationship, immediately upon entering into such arrangement or relationship; and
 - (ii) the terms on which the Sponsor or Broadcaster is permitted to use Player Licence Property;
- (b) notify and consult with the RPC:
 - (i) prior to the use of the Player Licence Property, either by it, or by any Sponsor or Broadcaster to whom the Player Licence Property is licensed; and
 - (ii) 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.

18.5 For the avoidance of doubt, neither NZRC nor NZRU (and/or a Super Rugby Club and/or Provincial Union) has to provide full versions of any proposed agreement with a third party for consultation, provided that prior to finalisation, the RPC has been provided with sufficient information and given sufficient time to allow the above assessment to be made.

18.6 The RPC may provide written approval for the use of Player Licence Property or Player Property in circumstances where the requirements of this Collective Agreement are not strictly met but in the RPC's opinion the fundamental principles of this Part are maintained. In particular:

- (a) in relation to the use of Player Licence Property in connection with the Promotion of Rugby, the following will apply with the consent of the RPC not to be unreasonably withheld but without the need for individual Player consent:

- (i) the use on official NZRU, NZRC, SRC or PU social media platforms of fewer than 3 Players for a filming, photographic session;
 - (ii) the use of official match footage by a Broadcaster or on an official NZRU, NZRC, Super Rugby Club or Provincial Union social media platform.
- (b) NZRU, NZRC, a Super Rugby Club or a Provincial Union can utilise Player Licence Property without the need to associate with three or more players, in the following ways:
 - (i) by associating that Player Licence Property with a Sponsor or Broadcaster for the purpose of the promotion of a 'Player of the Day', 'Play of the Day' or similar award provided that official match footage is utilised in the promotion;
 - (ii) in head-to-head comparisons of two Players by NZRU, NZRC, Super Rugby Club or Provincial Union on either official social media platforms or other official match promotions based on publicly available Player data (including by associating such comparisons with a Sponsor or Broadcaster).

18.7 The principles in which the rights are given under this clause are to be applied as follows:

- (a) The overriding principle is to apply to any exercise of rights under this clause are that the overall impression given by the execution which seeks to be given dispensation from Parts 3 and 5 is association with a team;
- (b) It is in all parties interests that uses of Player Property or Player Licence Property that are intended for the Promotion of Rugby and in particular fan engagement are treated more flexibly than the provisions of Parts 3 and 5;
- (c) This clause relies on a high trust environment and all parties acting in good faith in the best interests of growing the profile and value of the Game.

18.8 If the RPC wishes to raise objection to any proposed use or licence by reason of being in breach of this Collective Agreement, it may, if any objection is not resolved to its satisfaction, rely upon the problem resolution procedures in this Collective Agreement (which, for the purposes of this Part, also apply to NZRC – such that it must also participate in any problem resolution procedure, where relevant).

18.9 Monetary damages may be sought for losses, or damage arising directly from a breach of this clause, although it is accepted that such damages alone may not be adequate compensation and, accordingly, it is acknowledged that an injunction or other equitable relief from a court of competent jurisdiction may also be sought.

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,
- (c) of that Player's Player Property for the specific endorsement or promotion of goods and services:
 - (i) 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
 - (ii) excluding Media Interviews.

19.2 A Player may perform a Personal Promotion subject to the terms of this Collective Agreement.

19.3 At least five working days prior to undertaking a Personal Promotion (and earlier where reasonably possible) the Player must notify the NZRU 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 his understanding of the relevant obligations which he owes under the Collective Agreement.

19.4 The NZRU will, within two working days, acknowledge receipt of such notice.

19.5 Where reasonably possible, the NZRU will at the same time indicate whether or not it takes objection to the proposed Personal Promotion. In any event the NZRU must give written notification of an objection, and the reasons for such objection, to the Player within five working days of receipt of notification of the proposed promotion. From the time of notification of any objection by the NZRU until resolved or until the notification of the decision of the arbitrator, the Player may not undertake the proposed Personal Promotion.

19.6 The NZRU may only object to a Player performing a Personal Promotion if;

- (a) it would place the NZRU (or, on its behalf, a Super Rugby Club or a Provincial Union) in breach of a contractual agreement with a Sponsor or Broadcaster; or
- (b) it would place the Player in breach of this Collective Agreement; or
- (c) it would involve disclosure of confidential information; or
- (d) it would be likely to bring the game of Rugby or the NZRU, a Super Rugby Club or a Provincial Union 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 the NZRU or the Player's agreed Provincial Union or current Super Rugby Club) and the NZRU can demonstrate that the Personal Promotion will have a significant negative financial impact on current or future NZRU Player

Generated Revenue or on the Provincial Union Revenue of the Player's agreed Provincial Union, or on the Super Rugby Club Revenue attributable to the Player's current Super Rugby Club as determined in accordance with the factors in clause 19.10; 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 sub-clause, 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 and theme. For the avoidance of doubt, the use of the Player Property of three or more Players by an entity or brand, in association with a range of brands or products including over an extended time period will be considered to be a campaign if the overall impression created by the advertising, promotion or marketing is one of an association between the entity or brand and one or more NZRU Teams, such that it could be considered to amount to ambush marketing of an existing Sponsor or Broadcaster.
- (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 NZRU policy or regulation (including the protocols and regulations set out in clause 4.4), or a Playing Contract.

19.7 For the sake of clarity (subject to the preceding sub-clause), the NZRU may not object to a Personal Promotion solely on the ground that it involves more than one Player.

19.8 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 NZRU to object to a Personal Promotion.

19.9 In this Part:

- (a) in relation to the NZRU, a significant Sponsor or Broadcaster means a Sponsor or Broadcaster contributing over \$1m per annum to NZRU Player Generated Revenue; and
- (b) each Super Rugby Club and Provincial Union will nominate and notify the RPC of up to four Sponsors or Broadcasters (including any changes to those) who will be, in relation to them, a **significant Sponsor or Broadcaster**.

19.10 In this Part in determining whether a Personal Promotion will have a significant negative financial impact, the relevant entity is entitled to base its assessment on the following indicators:

- (a) the amount of revenue the significant Sponsor or Broadcaster provides to the relevant entity;
- (b) the likelihood and size of a potential reduction in the level of that Sponsor or Broadcaster's contribution to the relevant entity's 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 NZRU, Super Rugby Clubs or Provincial Unions.

19.11 Where there is subsequently a material change in the nature of a Personal Promotion (including a new creative execution which is materially different to any executions which were viewed by the NZRU as part of the original Personal Promotion notification), the Player must immediately notify the NZRU which may object to the Personal Promotion on the grounds specified above where the objection is because of that material change.

19.12 The parties will agree, in advance of each Contract Year, an independent third-party arbitrator for the purpose of this clause. If there is a disagreement about an objection made by the NZRU, the Player and the NZRU will refer the matter to an urgent arbitration before that person. The arbitrator's decision will be final and binding on the Player and the NZRU.

19.13 A Player may not, in performing a Personal Promotion, use, or allow the use of, the names or logos of the NZRU or the Provincial Unions, or the names, logos or Uniforms of any New Zealand Team without the consent of the NZRU.

19.14 The NZRU, a Super Rugby Club or a Provincial Union may enter into a separate agreement with an individual Player for use of that Player's Player Property (including exclusive use, by way of restraint, for valuable consideration). The NZRU, Super Rugby Club or Provincial Union must hold a copy of any such agreement for inspection by the RPC.

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 working days prior to undertaking such activity, notify the NZRU and declare his understanding of the relevant obligations which he owes under the Collective Agreement.

20.3 For the purpose of promoting or publicising any publication under this clause a Player may, with the NZRU's agreement, use in promotional publicity material the

names, logos and Uniform of a New Zealand Team for which he has provided his Playing Services.

21. Existing Arrangements

- 21.1 Existing commercial arrangements, properly entered into by the NZRU or any Player before the commencement date of this Collective Agreement will continue to apply, even if inconsistent with this Collective Agreement, until their expiry (or renewal or renegotiation).

22. Player Attributes and Player Performance Information

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

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

- 22.3 Definitions

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

"match" in this Part means a match that is covered by this Collective Agreement;

"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 NZR, a Super Rugby Club or Provincial Union while a Player is performing Employment Services.

"Player Attributes" means:

- (i) a Player's skills, movement, effort, speed, playing style or sensory perspective;
- (ii) a Player's strength, speed, agility, heart rate and other physiological characteristics;
- (iii) a Player's biometric attributes e.g. sleep, skinfold, temperature, height, weight; and
- (iv) a Player's 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, a Super Rugby Club or Provincial Union 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.

22.4 Player Attributes

A Player owns his or her Player Attributes and consents to NZRU, a Super Rugby Club and a Provincial Union measuring those Player Attributes and using the information generated by such measurement (PPI) in accordance with this Part.

22.5 Personal Information

PPI and Medical Information in relation to each Player is personal information and the Privacy Act 2020 and the Health Information Privacy Code 2020 applies to the collection, storage, access to and use of such information.

22.6 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, a Super Rugby Club or Provincial Union, 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.

22.7 Use of PPI

- (a) **PPI** can be collected by the Player, NZRU, a Super Rugby Club or a Provincial Union for the purposes of Player and Team Development and can be used by NZR, a Super Rugby Club or Provincial Union for such purposes without the need for further Player consent.
- (b) PPI can be used by NZRU, a Super Rugby Club, a Provincial Union or NZRC 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 RPC may, in its discretion, consent to the NZRU, a Super Rugby Club, a Provincial Union or NZRC using PPI and assigning it to a Sponsor or Broadcaster for team based promotions provided that the data is aggregated and it does not identify or associate with any individual Player.
- (e) A Player may not use PPI for any commercial purpose without the consent of NZRU, a Super Rugby Club, a Provincial Union or NZRC as applicable.
- (f) PPI can be used by NZRU, the Super Rugby Club or Provincial Union 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 NZR, a Super Rugby Club, a Provincial Union or NZRC of the following Player Attributes for the promotion of rugby including in media guides, match programmes, broadcast footage and all official NZR, Super Rugby Club or Provincial Union platforms (including social media platforms): age, height, weight, ethnicity, place and date of birth.

22.8 Existing Arrangements

Existing commercial arrangements in relation to the collection, ownership, storage and use of PPI, properly entered into by NZRU (or NZRC if transferred from NZRU), a Super Rugby Club or a Provincial Union before 1 January 2019 will continue to apply, even if inconsistent with this Collective Agreement, until their expiry.

23. All Blacks Assembly Protocols

23.1 As at the commencement of this Collective Agreement, the parties have agreed to protocols to apply to Players during periods of All Blacks assembly covering matters such as:

- (a) the dress code to apply to activities such as media appearances, match day, gymnasium sessions, outdoor training, indoor training, travel, sponsor functions, and general on tour team activities;
- (b) requirements on what Players can wear or be seen or post images wearing or promoting brands that conflict with NZRU's apparel sponsor; and

- (c) how any breaches will be handled, including those that need to be dealt with in accordance with the Misconduct provisions of this Collective Agreement.

23.2 Assembly for the purposes of this clause is considered to apply from the time the Player leaves his home on the day of team assembly until the Player's assembly with the team officially concludes.

Part 4 – Commercial Merchandising Programme

24. Commercial Merchandising Programme

- 24.1 The parties acknowledge that the NZRU (or NZRC, a Super Rugby Club or Provincial Union) has the sole right to produce, and to license others to produce, products designed for sale to the public that use the NZRU's (or NZRC a Super Rugby Club or Provincial Union's) name and logo and the names, logos and Uniforms of New Zealand Teams.

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.

- 24.2 Commercial Merchandising Products are limited, for the purposes of this Collective Agreement, 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, NZRC, a Super Rugby Club's or a Provincial Union's 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).

- 24.3 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).

- 24.4 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.

24.5 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 same New Zealand 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).

24.6 The NZRU or NZRC is exclusively responsible for the production of Commercial Merchandising Products (the Commercial Merchandising Programme). Through the Term of this Collective Agreement the NZRU and/or NZRC will consult with, and involve, the RPC in the Commercial Merchandising Programme.

25. Sharing of Net Revenue

25.1 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 or NZRC 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 or NZRC 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.

25.2 Payments due under this clause are to be paid quarterly following the receipt by the NZRU or NZRC of revenue and for the avoidance of doubt, the NZRU's or NZRC's share of any revenue pursuant to this clause is not included in the calculation of the NZRU Player Generated Revenue.

26. Reporting

- 26.1 The NZRU and/or NZRC will report to the RPC at least once every six months to provide information on the Commercial Merchandising Programme in relation to at least the following things:
- (a) any Commercial Merchandising Products which have been produced, or which are planned for production;
 - (b) financial information, including actual performance and forecast performance.

27. Part not to apply where NZRU Property not used

- 27.1 For the avoidance of doubt, and subject to the provisions in this Collective Agreement otherwise applying to Personal Promotions, this Part will not apply in the case of any merchandising or licensing that does not involve any use of:
- (a) the NZRU's or NZRC's name and logo and the names, logos and Uniforms of NZRU Teams; or
 - (b) a Super Rugby Club's name and logo and the names, logos and Uniforms of a Super Rugby Club Team; or
 - (c) a Provincial Union's name and logo and the names, logos and Uniforms of a Provincial Union Team.

28. Non Fungible Tokens

- 28.1 Non-fungible tokens (NFTs) will be regarded as a Licenced Product. However the parties agree that NFTs involving Player Property in conjunction with NZRU, NZRC, Super Rugby Clubs or Provincial Unions Intellectual Property or Player Licence Property will be recognised as a new class of product with any potential commercial agreement with a third party, revenue sharing ratios and/or model to be agreed.

Part 5 – Promotional Services

29. Promotional Services

29.1 Players agree to provide their Promotional Services to the NZRU, a Super Rugby Club, a Provincial Union or NZRC and references to NZRU in this Part will be read as including a reference to NZRC.

29.2 Promotional Services means Rugby, Community and Charitable Promotional Services and Commercial Promotional Services.

29.3 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 NZRU of the Player Licence Property for the Promotion of Rugby; and
- (c) attending NZRU, Provincial Union, Super Rugby Club or NZRC functions and functions hosted by any provincial union, rugby club or non-commercial organisation hosting any New Zealand Team of which the Player is a member,

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

29.4 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 same 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, a Super Rugby Club, a Provincial Union or NZRC; 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.

30. Media Interviews

- 30.1 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).
- 30.2 A Player may be required to perform Media Interviews when he is assembled with a New Zealand Team (including official press conferences).
- 30.3 A Player may not be required to perform Media Interviews when he is not assembled with a New Zealand Team but may do so at his discretion.

31. Social Media

- 31.1 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.
- 31.2 Subject to the provisions of this Collective Agreement, the NZRU, a Super Rugby Club a Provincial Union or NZRC may, in respect of their Teams and competitions, together or individually utilise a Social Media Portal for the Promotion of Rugby and in this context:
- (a) may use Player Licence Property;
 - (b) may require a Player (in a relevant Team) 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.
- 31.3 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 Collective Agreement.
- 31.4 Where the NZRU, a Super Rugby Club, a Provincial Union or NZRC is seeking to use a Player’s personal social media account or handle as part of the use or assignment of Player Licence Property, in consultation with the RPC the consent of that player will first be obtained.
- 31.5 In the event a Player is requested by NZR, NZRC, a Super Rugby Club or a Provincial Union to and agrees to use their personal site for the Promotion of Rugby including promotion of ticket sales and other similar content the Player will be entitled to a credit of 30 minutes towards their promotional hours commitments pursuant to clause 34 for each post so requested and completed.

32. Notice of Requirement to perform Promotional Services

- 32.1 The NZRU must provide notice annually to the RPC and to Players 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), including by a Super Rugby Club and/or Provincial Union;
 - (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).
- 32.2 The NZRU, NZRC, a Super Rugby Club or a Provincial Union must provide a Player with seven days' initial notice of any requirement to perform Promotional Services. It is sufficient if such notice consists of written information about the fact of the requirement (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.
- 32.3 If a Player has been provided with seven days' initial notice under this clause but becomes unable to perform Promotional Services:
- (a) the NZRU, NZRC, a Super Rugby Club or a Provincial Union may not compel another Player to perform the required Promotional Services; but
 - (b) the NZRU, NZRC, a Super Rugby Club or a Provincial Union may, however, seek another Player's consent to perform the required Promotional Services (which may not unreasonably be withheld).
- 32.4 At least 24 hours prior to the function or activity the NZRU, NZRC, a Super Rugby Club or a Provincial Union 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); and
 - (e) the other Players who will be involved in the activity or function.
- 32.5 Players on an NZ Rugby Contract but who are not involved in the In-Bound Tours or the Junior World Championship may be required to provide Promotional Services for the Provincial Union to whom he is contracted in that Contract Year for one day

during the June break (at the cost of the Provincial Union). The actual day available for such activity is to be determined by the NZRU, in consultation with the RPC and Super Rugby Clubs, provided that the NZRU and Super Rugby Club shall use reasonable endeavours to coordinate one day where players are available on a nationwide basis.

33. Limitations on Requirement to perform Promotional Services

33.1 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 All Blacks if he was selected as a member of the most recent All Blacks Team.

For the avoidance of doubt, where a Player is receiving All Blacks Team Selection Fees while unable to play Rugby due to injury or illness, that Player may be required to perform Promotional Services as a member of the All Blacks even if he is not selected in the most recent All Blacks Team.

- (b) in each Contract Year, a Player may be required by the NZRU, NZRC, a Super Rugby Club or a Provincial Union:

- (i) to perform a maximum number of hours of Promotional Services at each level at which the Player may play as follows:

- A. Provincial Union level – 30 hours;
 - B. Super Rugby Club level – 50 hours;
 - C. NZRU level – 70 hours;

- (ii) provided that for any individual Player the total maximum number of hours of Promotional Services is 120 hours;

- (iii) to sign up to 500 (or in a Rugby World Cup Contract Year, 650) items in respect of the All Blacks; and

- (iv) to sign a maximum of 250 items in respect of each New Zealand Team for which he has provided his Playing Services (other than the All Blacks).

33.2 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.

33.3 Where a Player has a Personal Promotion arrangement with a Sponsor, under which he is required to promote the Sponsor's products and services (by the Sponsor, and not the NZRU, NZRC, a Super Rugby Club or a Provincial Union), no time spent performing those Personal Promotion obligations shall be taken into account in the

calculation of that Player's provision of Promotional Services for the purposes of this Part.

34. Payment for performing Promotional Services in Certain Circumstances

- 34.1 Where a Player performs Promotional Services for an NZRU Team other than a Super Rugby Team (but including the promotion of relevant professional competitions for the NZRU), the Player's attendance and amount of activity will be monitored by the NZRU and provided to the RPC, on or about 31 December in the relevant Contract Year. The Player will be paid a pro-rated share of the amount of \$450,000 (gross) from the Player Payment Pool, based on the total amount of the Player's Promotional Services hours for the Contract Year as a proportion of the total amount of all Players' Promotional Services hours in that same Contract Year.
- 34.2 Other than as set out in clause 34.1 above, where a Player is required to attend a photographic, filming or recording session as part of the performance of Commercial Promotional Services (and including the promotion of relevant professional competitions) for a Super Rugby Club or Provincial Union, the relevant Super Rugby Club or Provincial Union will pay that Player, in respect of each day (or part day) on which the Player travels for or participates in the photographic, filming or recording session, a daily rate of \$500 (or \$250 for a half day), provided that:
- (a) each Player who is party to a Provincial Union Contract or Provincial Union Development Contract agrees to forego payment for two half days in each Contract Year during the Term where his Provincial Union requires him to attend a photographic, filming or recording session as part of a Commercial Promotional Service;
 - (b) large group, unscripted social media executions on behalf of Sponsors shall not count for payment pursuant to this provision; and
 - (c) this provision does not apply to team photos or posters which are produced for the purpose of promoting a team's participation in a competition, notwithstanding that they may contain the NZRU's, or a Super Rugby Club's or a Provincial Union's sponsor branding or logo(s).
- 34.3 Payments made under this clause by the NZRU are made from the Player Payment Pool.
- 34.4 A Player may, with their consent (not to be unreasonably withheld) be required to travel overseas to perform Promotional Services for the All Blacks. In this case, the Player will be entitled to be paid the All Black assembly fee (on a pro rata basis), but the time spent travelling and performing the Promotional Services shall not be taken into account in the calculation of that Player's provision of Promotional Services for the purposes of this Part.

35. Other Provisions relating to Promotional Services

35.1 A Player may not be required to perform Promotional Services:

- (a) during any period of that Player's Leave (unless expressly provided otherwise in this Collective Agreement);
- (b) where there is a bereavement in the Player's family;
- (c) where the requirement would interfere with exams for a course of study, previously notified to the NZRU, being undertaken by the Player;
- (d) where the requirement would interfere with the Player's ability to provide his Playing Services to any party under this Collective Agreement;
- (e) on the Player's rostered day off;
- (f) during a Player's dedicated Personal Development time;
- (g) where the proposed Promotional Service may infringe on a Player's genuinely held religious or ethical beliefs, personal or family circumstances or where the proposed Promotional Service is reasonably likely to cause embarrassment to a Player; or
- (h) where the NZRU has failed to provide the Player any notice required by this clause.

35.2 A Player may be required to perform Promotional Services during a bye week provided that the Player receives at least three consecutive days during that week when the Player is not required to perform Promotional Services.

35.3 The NZRU must keep an up to date record of:

- (a) the Promotional Services performed by each Player for any Team for which he plays (including, in particular, the number of hours performed, and a description and number of items signed); and
- (b) the notice provided to Players prescribed by this Part.

The RPC may require the NZRU to produce this information to it at any time.

35.4 Where a Player is entitled to participate in a Foreign International Team (having satisfied any relevant World Rugby rules or regulations) that Player will not be in breach of the obligations owed under this Collective Agreement by promoting any products or services in anticipation of, consequent upon, or required by, that Player's participation in that team.

Part 6 – New Zealand Teams, Competitions and Eligibility of Players

36. Competitions and Game Schedules

36.1 The parties have entered into this Collective Agreement on the basis of a number of material assumptions about the competitions and games in which New Zealand Teams play, particularly including:

- (a) In-Bound Tours, the Rugby Championship, End of Year Tours and the Rugby World Cup (relating to the All Blacks);
- (b) The Super Rugby Competition;
- (c) The Premier Competition; and
- (d) The World Rugby Sevens World Series;

and including any pre-season matches associated with those competitions.

36.2 For the sake of clarity, schedules for the above competitions during the Term will be maintained by the NZRU, in each Contract Year.

36.3 During the Term the NZRU will consult with the RPC in relation to any proposed changes or alterations to these schedules.

Provisions relating to the All Blacks

37. All Blacks

37.1 The All Blacks means the senior national representative fifteen-a-side Team selected by the NZRU from time to time.

37.2 To be eligible to play for the All Blacks, a Player must:

- (a) be party to an NZ Rugby Contract, an NZ Rugby Interim Contract, an NZ Rugby Draft Contract, (including for the avoidance of doubt, any of these Playing Contracts with Moana Pasifika as the Agreed Super Rugby Club) or an NZRU Sevens Contract agreed pursuant to this Collective Agreement; and
- (b) be eligible to represent New Zealand national representative teams under Regulation 8 of the World Rugby Regulations Relating to the Game, as may be amended by the World Rugby from time to time; and

- (c) satisfy the additional requirements for selection in a New Zealand national team as determined by the NZRU Board from time to time (**NZRU National Teams Selection Policy**).

37.3 The parties agree that amendments to the NZRU National Teams Selection Policy, as it relates to the All Blacks, may only be made by the NZRU subject to prior consultation with the RPC.

38. All Blacks Assembly

38.1 A minimum of 26 Players must be selected for the All Blacks each time that Team is selected (except in the case of a one-off fixture, and provided that the parties agree in advance of such selection). A Player may, however, be added to this group of 26 Players (and will therefore be entitled to payment of NZRU Team Selection Fees for any period for which he is so selected) particularly to take account of illness, injury or suspension, or to allow for his Employment Services to be used for the benefit of Team preparation.

38.2 During the Term, the All Blacks will be selected and assemble for defined periods as follows:

- (a) **In-bound Tours**, being three test matches which are scheduled for July in 2022 and 2023;
- (b) **The Rugby Championship**, being the annual tournament organised by SANZAAR and played between the All Blacks and the senior national representative fifteen-a-side teams of Australia, South Africa and Argentina, involving four (2023) and six (2022) All Blacks test matches played between July and October in these Contract Years during the Term;
- (c) Rugby World Cup, being the quadrennial World Rugby tournament played between the senior national representative fifteen-a-side teams of the leading Rugby nations in the world, to be played in September and October of Contract Year 2023;
- (d) End of Year Tours, being a minimum of the three test matches which are scheduled for November in Contract Year 2022, but which may include further All Blacks Team matches pursuant to this Part;
- (e) Additional revenue generating test matches as may be able to be scheduled in each of Contract Years 2022 and 2023. Any additional All Blacks games will be subject to consultation between the parties. If agreement cannot be reached, the final decision rests with the NZRU.

Provisions relating to the All Blacks XV

39. All Blacks XV

- 39.1 The All Blacks XV means the national representative team selected by the NZRU from time to time as a second national team comprised of players identified by the NZRU as the “next best” players beneath those selected for the All Blacks.
- 39.2 To be eligible to play for the All Blacks XV, a Player must:
- (a) be party to an NZ Rugby Contract, an NZ Rugby Interim Contract, an NZ Rugby Draft Contract, NZ Rugby National Development Contract, or an NZRU Sevens Contract agreed pursuant to this Collective Agreement; and
 - (b) be eligible to represent New Zealand national representative teams under Regulation 8 of the World Rugby Regulations Relating to the Game, as may be amended by World Rugby from time to time; and
 - (c) satisfy the NZRU National Teams Selection Policy. The parties agree that amendments to the NZRU National Teams Selection Policy, as it relates to the All Blacks XV Team, may only be made by the NZRU subject to prior consultation with the RPC.
- 39.3 The NZRU agrees that it shall not, without the prior consent of the RPC, nominate the All Blacks XV as a second senior national representative team for the purposes of capturing a Player’s international eligibility for New Zealand teams pursuant to Regulation 8 of the World Rugby Relating to the Game, as may be amended by World Rugby from time to time.

Provisions relating to the Māori All Blacks Team

40. Māori All Blacks Team

- 40.1 The Māori All Blacks Team means the national representative fifteen-a-side Team selected by the NZRU from time to time from the pool of Players who are eligible to play for the Māori All Blacks Team.
- 40.2 To be eligible to play for the Māori All Blacks Team, a Player must:
- (a) be party to an NZ Rugby Contract, an NZ Rugby Interim Contract, an NZ Rugby Draft Contract or an NZRU Sevens Contract agreed pursuant to this Collective Agreement; and
 - (b) have declared, pursuant to his Playing Contract(s) that he is eligible to play for the Māori All Blacks Team (such eligibility to be confirmed by the NZRU,

or on its behalf by a representative or delegate of the New Zealand Māori Rugby Board); and

- (c) be eligible to represent New Zealand national representative teams under Regulation 8 of the World Rugby Regulations Relating to the Game, as may be amended by the World Rugby from time to time; and
- (d) satisfy the NZRU National Teams Selection Policy. The parties agree that amendments to the NZRU National Teams Selection Policy, as it relates to the Māori All Blacks Team, may only be made by the NZRU subject to prior consultation with the RPC.

41. Māori All Blacks Team Assembly

- 41.1 The parties have entered into this Collective Agreement on the basis that the Māori All Blacks Team will assemble on at least three occasions during the Term.

Provisions relating to the All Blacks Sevens Team

42. All Blacks Sevens Team

- 42.1 The All Blacks Sevens Team is the senior New Zealand representative Sevens Rugby team selected by the NZRU which participates in the World Rugby Sevens World Series, the World Rugby Sevens World Series, the Commonwealth Games and the Olympic Games.
- 42.2 To be eligible to play for the All Blacks Sevens Team, a Player must:
- (a) be party to an NZ Rugby Contract, an NZ Rugby Interim Contract, an NZ Rugby Draft Contract or a NZRU Sevens Contract; and
 - (b) be eligible to represent New Zealand national representative teams under Regulation 8 of the World Rugby Regulations Relating to the Game, as may be amended by the World Rugby from time to time; and
 - (c) satisfy the NZRU National Teams Selection Policy. The parties agree that amendments to the NZRU National Teams Selection Policy, as it relates to the All Blacks Sevens Team, may only be made by the NZRU subject to prior consultation with the RPC; and
 - (d) satisfy any additional requirements imposed by the New Zealand Olympic and Commonwealth Games Committee, in respect of selection to the All Blacks Sevens Team for the Commonwealth Games or the Olympics.

43. All Blacks Sevens Team Assembly

43.1 During the Term, the All Blacks Sevens Team will be selected and assemble for:

- (a) Sevens Rugby tournaments forming part of the **World Rugby Sevens World Series** during each Contract Year, being the annual Sevens Rugby competition organised by World Rugby and currently played between national representative teams from various nations and organised as a series of successive tournaments played in different countries.
- (b) the Sevens Rugby tournament held as part of the quadrennial Commonwealth Games in 2022;
- (c) other tournaments and competitions which may be arranged during the Term providing that there has been prior consultation by the NZRU with the RPC; and
- (d) training camps and trials for the tournaments set out in the immediately preceding sub-clauses.

44. Emerging Sevens Team

44.1 The parties recognise that the NZRU may, from time to time, select an Emerging Sevens Team.

44.2 The parties agree that:

- (a) The NZRU will consult with the RPC in the event of any proposal to select this team;
- (b) The Team will not be selected during the Premier Competition In-Season unless the parties otherwise agree;
- (c) Any Player selected for this Team must be a party to an NZRU Sevens Contract, an NZ Rugby Contract, an NZ Rugby Interim Contract or an NZ Rugby Draft Contract; and
- (d) Selection to this Team must not affect any Player's eligibility to play for a national representative side under any relevant World Rugby rules or regulations.

Provisions relating to the Under 20 National Team

45. Under 20 National Team

- 45.1 The Under 20 National Team is the under 20 New Zealand men's representative Rugby team selected by the NZRU which participates in competitions organised by the NZRU, World Rugby and others.
- 45.2 To be eligible to play for the Under 20 National Team, a Player must:
- (a) be a party to an NZ Rugby Contract, an NZ Rugby Interim Contract, an NZ Rugby National Development Contract, an NZ Rugby Draft Contract, an NZRU Sevens Contract, a Provincial Union Contract, a Provincial Union Development Contract or an NZRU Loyalty Agreement (being an agreement the terms of which are developed by the NZRU in consultation with the RPC outside of this Collective Agreement);
 - (b) be eligible to represent New Zealand national representative teams under Regulation 8 of the World Rugby Regulations Relating to the Game, as may be amended by World Rugby from time to time; and
 - (c) satisfy the NZRU National Teams Selection Policy. The parties agree that amendments to the NZRU National Teams Selection Policy, as it relates to the Under 20 National Team, may only be made by the NZRU subject to prior consultation with the RPC.
- 45.3 The Parties agree that the following provisions apply to Players selected to represent New Zealand in the Under 20 National Team (while they are assembled with that Team):
- (a) for Players who are party to a Playing Contract, the terms of this Collective Agreement will continue to apply while they are assembled with the Team with the exception of business class airfares as set out in clause 55.2(c).
 - (b) for Players who are not party to a Playing Contract, the terms and conditions set out in an NZRU Loyalty Agreement.

Provisions relating to the Super Rugby Competition

46. Super Rugby Competition

- 46.1 The Super Rugby Competition means the Rugby competition organised by NZRU and Rugby Australia and played between Super Rugby Teams from New Zealand, and provincial and regional teams from Australia and Fiji (and currently known as the Super Rugby Pacific Competition).

- 46.2 The parties agree that they will consult on the establishment of an entity to manage and develop the Super Rugby Competition alongside other key stakeholders. The parties agree that any entity established for this purpose shall need to operate in a manner that is consistent with the Collective Agreement unless otherwise agreed. If there is a conflict or inconsistency that arises between the entity and the Collective Agreement, then the Collective Agreement shall prevail.
- 46.3 For the purposes of this Collective Agreement, the Super Rugby Competition commences at the conclusion of a Player's Leave under Part 12 and concludes on the day after the final match in the Super Rugby Competition in each Contract Year.
- 46.4 The key features of the Super Rugby Competition format for 2022 and 2023 are:
- (a) one competition ladder in which all 12 teams compete;
 - (b) each team plays a 14 match regular season (seven home matches and seven away matches which may include a super round);
 - (c) the competition will involve 84 regular season matches and seven playoff matches for a total of 91 matches; and
 - (d) playoffs are contested over three weeks with the top eight teams qualifying.
- 46.5 A Super Rugby Club may elect to play one of its home regular season matches outside of New Zealand (or an away match at a venue outside of the home team's region and outside of New Zealand) subject to the following conditions:
- (a) the other Super Rugby Team has agreed to play the match at the proposed location;
 - (b) all relevant national union and competition organiser consents have been obtained;
 - (c) there has been prior consultation with the RPC; and
 - (d) unless agreed otherwise, the amount of 36.56% of the actual Incremental Net Revenue Gain that is derived by the Super Rugby Club from the match will be paid to the Players on a basis to be agreed with the RPC.
 - (e) For the purposes of this paragraph, the concept of Incremental Net Revenue Gain means the amount of net revenue after deduction of all applicable costs of holding the match overseas that is anticipated to be made by the host Super Rugby Club (or the away Super Rugby Team) over and above the amount of net revenue that would be obtained by that Super Rugby Club if the match were played within the host team's home region.
 - (f) For the avoidance of doubt, where the visiting team in a match to which this clause applies is a New Zealand Super Rugby Team, any fee paid to that team to participate in the match will be deemed to be Incremental Net Revenue Gain for that team and 36.56% will be payable to the Players on a basis to be agreed with the RPC.

- 46.6 Calendars setting out the scheduled start and finish dates of the Super Rugby Competition in each of the Contract Years during the Term shall be maintained by the NZRU.

47. Super Rugby Pre-Season Matches

- 47.1 The parties acknowledge that Super Rugby Clubs may choose to organise out of competition matches for their Super Rugby Team (for the purposes of this clause only, including Players employed on NZRU Draft Contracts) in January or February prior to the beginning of the Super Rugby Competition in each Contract Year (Super Rugby Pre-Season Matches).
- 47.2 Super Rugby Clubs shall have regard to the following guidelines for the organisation of matches in the Pre-Season:
- (a) a Super Rugby Club shall organise no more than three Super Rugby Pre-Season Matches in any Contract Year;
 - (b) Super Rugby Pre-Season Matches must be approved by the NZRU;
 - (c) the Super Rugby Club can determine the time of kick off of a Super Rugby Pre-Season Match, and whether any modifications to the Rules of the Game (eg quarters rather than halves, rolling or unlimited substitutions) should be adopted as a consequence; and
 - (d) a Super Rugby Club shall not organise a Super Rugby Pre-Season Match outside of the territory of New Zealand, Australia or the Pacific Islands unless the Super Rugby Club can demonstrate that it has the approval of the RPC to play such a fixture, such approval not to be unreasonably withheld.
- 47.3 When Players assemble with their Super Rugby Team in November and December in a Contract Year, they will provide their Employment Services on 5 days out of seven with the weekends off unless agreed otherwise between the Players and the coaching staff.

48. Other Matches Involving Super Rugby Teams

- 48.1 The parties acknowledge that it is possible that, during the Term, opportunities may arise for one or more Super Rugby Teams to play matches other than as part of the Super Rugby Competition. The NZRU (or a Super Rugby Club) must consult with the RPC in relation to any proposal to play any such matches.
- 48.2 The parties acknowledge the desirability of Super Rugby teams participating in a future Global Club Competition, and will work together during the Term to attempt to achieve this outcome.

49. Super Rugby Eligibility

49.1 To be eligible to play for a Super Rugby Team, a Player must (subject to the exceptions in this clause):

- (a) be a party to an NZ Rugby Contract, an NZ Rugby Interim Contract, or an NZ Rugby Draft Contract or an NZ Rugby Sevens Contract (provided that a Player that is contracted on an NZ Rugby Sevens Contract may be asked to play for a Super Rugby Team without the need to contract that Player on an NZ Rugby Interim Contract and may choose whether or not to accept this offer);
- (b) have completed the mandatory elements of the Induction programme developed pursuant to clause 119; and
- (c) be eligible to represent New Zealand national representative teams under Regulation 8 of the World Rugby Regulations Relating to the Game, as may be amended by the World Rugby from time to time.

49.2 Subject to clause 49.3, a Player may, in the following circumstances, be eligible to play for a Super Rugby Team despite not being eligible to represent New Zealand national representative teams, provided that the maximum number of Players who can be contracted by a Super Rugby Club pursuant to any of sub-clauses 49.2(b)-(d) is three in any Contract Year unless the NZRU approves otherwise:

- (a) a Player who may become eligible to represent New Zealand national representative teams under the World Rugby Regulations () is eligible to play for a Super Rugby Team if he is willing to become a party to an NZ Rugby Contract with an NZ Rugby Term of sufficient length that he will become eligible to represent New Zealand national representative teams by the expiry of that term.
- (b) a Player who is not eligible to represent New Zealand but is eligible to represent a Pacific Island nation under the World Rugby Regulations is eligible to play for a Super Rugby Team.
- (c) a Player who is eligible to represent a Foreign International Team other than a Pacific Island nation under the World Rugby Regulations is eligible to play for a Super Rugby Team provided that:
 - (i) each Super Rugby Club may only be party to NZ Rugby Contracts with a maximum of two such Players in any Contract Year; and
 - (ii) the NZRU's countersignature on such NZ Rugby Contracts is subject to NZRU Board approval.
- (d) A Player who is eligible to represent New Zealand national representative teams but who is not resident in New Zealand and not otherwise party to any other Playing Contract may become eligible to play for a Super Rugby Team by becoming party to an NZ Rugby Contract for the length of the Super Rugby Competition only, provided that:

- (i) Each Super Rugby Club may only be party to NZ Rugby Contracts with a maximum of two such Players in any Contract Year; and
- (ii) the NZRU's countersignature on such NZ Rugby Contracts is subject to NZRU Board approval.

49.3 In respect of Players who may be eligible to play for a Super Rugby Team pursuant to sub-clauses 49.2(b)-(d), the following additional constraints shall apply to their contracting unless otherwise agreed by the NZRU:

- (a) No more than one Player eligible pursuant to any of sub-clauses 49.2(b)-(d) may be contracted by a Super Rugby Club in a playing position, being prop, hooker, lock, loose forward, halfback, first five-eighth, midfield, outside back (and based on the player(s) primary playing position as determined by the NZRU); and
- (b) No more than 1 Player eligible pursuant to any of sub-clauses 49.2(b)-(d) may be contracted across New Zealand by Super Rugby Clubs in a specialist playing position, being tighthead prop, hooker, loosehead prop, lock, blindside flanker, openside flanker, No. 8, halfback, first five-eighth, second five-eighth, centre, wing or fullback (and based on the player(s) primary playing position as determined by the NZRU).

49.4 While not eligible for selection for a Super Rugby Team, a Super Rugby Club may assemble Players on the basis set out in sub-clauses 49.4(a) and (b) below for the purpose of training, development and potential recruitment:

- (a) a Player may be party to an NZ Rugby National Development Contract with the NZRU (as set out in Appendix 6) and which is based on the following terms:
 - (i) A 12-month term between December and November of the following Contract Year;
 - (ii) the Player must be paid \$17,500 (gross) from the Player Payment Pool;
 - (iii) he must be contracted to a Provincial Union in the home region of the Super Rugby Club who he will provide Employment Services to;
 - (iv) he will be available to provide Employment Services on a fulltime basis during the Super Rugby pre-season and for two or three days (maximum) during the Super Rugby competition;
 - (v) he is not available for selection in the playing squad of a Super Rugby competition match without the prior approval of NZRU;
 - (vi) he may be requested as a replacement player, and where agreed by NZRU the Player will be entitled to receive an additional \$1,000 (gross) per week of assembly;

- (vii) he will be provided with a personalised development plan; and
 - (viii) he is eligible to be selected for U20 camps and matches, a Provincial Union Sevens programme and Super Rugby Development Games during the term of this NZ Rugby National Development Contract.
 - (ix) For the avoidance of doubt, a Super Rugby Club may not offer an NZ Rugby National Development Contract.
- (b) A Player may be assembled with a Super Rugby Club without having been contracted on the following conditions:
- (i) the Player can reside in any Super Rugby region;
 - (ii) such assembly is for a maximum of two days;
 - (iii) no payment can be made to the Player but he can be reimbursed for expenses incurred in assembling with the Super Rugby Club;
 - (iv) he can be required to undergo physical testing, medical screening, and technical and tactical assessments but can have no contact or scrum sessions or training;
 - (v) the host Super Rugby Club must notify the NZRU, the RPC and the 'host' Provincial Union at least 5 days in advance of the visit;
 - (vi) if the Player is under 18 at the time of assembly, he must be accompanied by a parent or guardian and such attendance can only be at weekends or in holidays i.e. not during school/study time; and
 - (vii) a failure to comply with the requirements of this clause will constitute a breach of this Agreement and the Super Rugby Contracting Regulations. In addition to any sanction imposed for a breach, any player assembled in breach of this paragraph (b) will be deemed to have been engaged on an Interim Training Contract and the Super Rugby Club will be required to reimburse the Player Payment Pool for the costs incurred to that Player.

Provisions relating to the Premier Competition

50. Premier Competition

50.1 The Premier Competition means the annual Rugby competition between Premier Competition Teams which, for the avoidance of doubt, comprises two conferences.

50.2 The key features of the Premier Competition format are:

- (a) fourteen Premier Competition Teams (representing the fourteen Provincial Unions who are parties to this Collective Agreement) will participate in the Premier Competition;
- (b) the fourteen Premier Competition Teams are divided into two divisions of seven teams (referred to as the "Odds Conference" and "Evens Conference");
- (c) the position in which the Premier Competition Team finished in the previous year's Premier Competition will determine which conference they will be in for the following year. Premier Competition Teams finishing 1, 3, 5, 7, 9, 11 and 13 will form the Odds Conference and Premier Competition Teams finishing 2, 4, 6, 8, 10, 12 and 14 will form the Evens Conference;
- (d) each Premier Competition Team will play every other Premier Competition Team in its conference once (round robin games) and four cross-over games (in which a Premier Competition Team from the Odds Conference plays a Premier Competition Team from the Evens Conference). In this way, each Premier Competition Team plays ten competition games (over ten competition rounds) prior to quarter-finals and/or semi-finals and/or finals;
- (e) the Premier Competition will, unless agreed otherwise, be conducted over a twelve-week period and involve:
 - (i) quarter finals;
 - (ii) semi-finals; and
 - (iii) a final.
- (f) the way in which the cross-over games will be determined is as follows:
 - (i) the finishing position from the previous Contract Year's Premier Competition will determine each Premier Competition Team's seeding for the following Contract Year ;
 - (ii) there will be a selection process in which there will be four rounds of picks that take place as follows:
 - A. in the first round of picks, games are selected by Odds Conference teams in reverse order of seeding (i.e. the lowest seeded Odds Conference team has first pick, the second lowest seeded Odds Conference team has second pick, and so on). These games will be played as home games for the Odds Conference teams;
 - B. in the second round of picks games are selected by Evens Conference teams in reverse order of seeding (i.e. the lowest seeded Evens Conference team has first pick, the second lowest seeded Evens Conference team has second

pick, and so on). These games will be played as home games for the Evens Conference teams;

- C. in the third round of picks games are selected by Odds Conference teams in order of seeding (i.e. the highest seeded Odds Conference team has first pick, the second highest seeded Odds Conference team has second pick, and so on). These games will be played as home games for the Evens Conference teams;
- D. in the fourth round of picks games are selected by Evens Conference teams in order of seeding (i.e. the highest seeded Evens Conference team has first pick, the second highest seeded Evens Conference team has second pick, and so on). These games will be played as home games for the Odds Conference teams;

(iii) in making any selection:

- A. a Premier Competition Team may not select a Premier Competition Team that it will already play (for example, as a result of a pick made by another Premier Competition Team in a previous round);
- B. where the process necessarily results in the situation described in the previous paragraph, the previous two picks in that round will be ruled void and must be made again (and must be made differently).

(iv) the above selections will be made, on a sequential basis, on the same day at an event dedicated for this purpose. The parties will agree protocols to be applied to this event, including when it will take place and whether it will be televised. The parties will also agree a date upon which the resulting game schedule will be finalised.

(g) all competition games carry full competition points;

(h) the Ranfurly Shield is automatically contested when the holder of the shield plays at home in any round (excluding final rounds); and

50.3 The NZRU have, in consultation with the RPC, developed Premier Competition regulations, including NZRU Domestic Competition Regulations, which are not inconsistent with these key principles to assist it in the management of the Premier Competition.

50.4 In the event that there is a change in the number of teams competing in the Premier Competition such that a variation of this Collective Agreement is required, the parties will, where practicable, rely upon the key features outlined in this clause to arrive at a new format for the Premier Competition.

51. Premier Competition Pre-Season Matches

- 51.1 The parties acknowledge that Provincial Unions may (provided that they comply with this Collective Agreement) choose to organise out of competition matches for their Premier Competition Team prior to the beginning of the Premier Competition in each Contract Year (Premier Competition Pre-Season Matches).
- 51.2 Provincial Unions shall have regard to the following guidelines for the organisation of Premier Competition Pre-Season Matches:
- (a) a Provincial Union shall organise no more than three Premier Competition Pre-Season Matches in any Contract Year during the In-Season;
 - (b) a Provincial Union shall not organise a Premier Competition Pre-Season Match outside of the territory of New Zealand unless the Provincial Union can demonstrate that it has the approval of the NZRU and RPC to play such a fixture, such approval not to be unreasonably withheld.

52. Other Matches involving Premier Competition Teams

- 52.1 The parties acknowledge that it is possible that, during the Term, opportunities may arise for one or more Premier Competition Teams to play matches other than as part of the Premier Competition. The Provincial Union must consult with the NZRU and RPC prior to arranging any such matches, and those matches may only be confirmed if the Players who would be involved in such a match also approve, such approval to be confirmed by the RPC and not to be unreasonably withheld.

53. Premier Competition Eligibility

- 53.1 To be eligible to play for a Premier Competition Team, a Player must:
- (a) be party to a Provincial Union Contract or a Provincial Union Development Contract;
 - (b) satisfy the requirements to play for a Premier Competition Team set out in the NZRU Player Eligibility and Player Movement Regulations (which are deemed to be part of this Collective Agreement); and
 - (c) have completed the mandatory elements of the induction programme developed pursuant to clause 119.

Part 7 – NZ Rugby Employment Environment

54. NZ Rugby Contracting Environment

54.1 Under this Part, the NZRU may only employ Players on one of the following types of arrangement:

- (a) an NZ Rugby Contract;
- (b) an NZ Rugby Interim Contract;
- (c) an NZ Rugby National Development Contract;
- (d) an NZ Rugby Draft Contract; and/or
- (e) an NZRU Sevens Contract.

Where any of these Playing Contracts establish a Player's Agreed Super Rugby Club, that Super Rugby Club must counter-sign the Playing Contract, signifying its understanding and acceptance of obligations under this Collective Agreement.

54.2 The NZRU must, upon request, make a copy available for inspection by the RPC of any NZ Rugby Contract, NZ Rugby Interim Contract, NZ Rugby Draft Contract, NZ Rugby National Development Contract or NZRU Sevens Contract to which it becomes a party with a Player.

54.3 In respect of these contracts:

- (a) only a Player who is a party to an NZ Rugby Contract, an NZ Rugby Interim Contract, NZ Rugby Draft Contract, NZ Rugby National Development Contract or an NZRU Sevens Contract (subject to clause 49.1(a) may play Rugby for a Super Rugby Team;
- (b) only a Player who is a party to an NZRU Sevens Contract, an NZ Rugby Contract, an NZ Rugby Interim Contract, NZ Rugby National Development Contract or an NZ Rugby Draft Contract may play Rugby for the All Blacks Sevens Team. Any Player playing for the All Blacks Sevens Team (irrespective of his Playing Contract) is entitled to payment of Sevens Assembly Fees. A Player must, at the time of entering into an NZ Rugby Contract, an NZ Rugby Interim Contract or an NZ Rugby Draft Contract, indicate whether or not he wishes to be considered for selection to the All Blacks Sevens Team for Tournaments forming part of the World Rugby Sevens World Series, the Commonwealth Games, the Olympic Games and the World Rugby Sevens World Cup during his NZ Rugby Term. If the Player indicates that he wishes to be considered for selection to the All Blacks Sevens Team in this way he may not decline selection to that Team if that selection subsequently occurs during his NZ Rugby Term;
- (c) the NZRU may invite a Player who is a party to an NZ Rugby Contract or an NZ Rugby Draft Contract (and who has not indicated that he wishes to be

considered for selection to the All Blacks Sevens Team) to be selected for the All Blacks Sevens Team for a Tournament forming part of the World Rugby Sevens World Series, the Commonwealth Games, the Olympic Games or the World Rugby Sevens World Cup. The Player may, in that event, choose to be available for selection (without being in breach of any obligation owed under this Collective Agreement), in which case he will be entitled to receive Sevens Assembly Fees in accordance with this Collective Agreement if selected;

- (d) a Player who has not previously been selected for the All Blacks, the All Blacks XV or the All Blacks Sevens Team may, upon giving the NZRU four weeks' notice, decline availability to the All Blacks XV (and for the purpose of this provision, the NZRU must provide at least four weeks' notice of potential selection to the Player). The NZRU may, in this case, reduce the Player's NZ Rugby Retainer by up to 10%;
- (e) Subject to clause 51, a Player may be a party to an NZ Rugby Contract even though he may not be eligible to be selected for the All Blacks (or for any particular NZRU Team);
- (f) only a Player who is a party to an NZ Rugby Contract, an NZ Rugby Interim Contract, an NZ Rugby Draft Contract or an NZRU Sevens Contract may play Rugby for the All Blacks, the All Blacks XV, the Māori All Blacks Team or an All Blacks Trial Team. Any Player playing for one of these Teams (irrespective of his contractual relationship) is entitled to payment of any NZRU Team Selection Fees applicable to that Team;
- (g) only a Player who is a party to
 - (i) an NZ Rugby Contract, an NZ Rugby Interim Contract, an NZ Rugby Draft Contract, a NZ Rugby National Development Contract or an NZRU Sevens Contract; or
 - (ii) a Provincial Union Contract or a Provincial Union Development Contract; or
 - (iii) an NZRU Loyalty Agreement;

may play Rugby for the Under 20 National Team.
- (h) in addition to any payments made under this Collective Agreement (and any Playing Contract agreed pursuant to it), each Player is entitled to share in any Prize Money won by a Team of which he is a member, in accordance with any protocol determined by the Players in that Team for such sharing;
- (i) a Player who is a party to successive NZ Rugby Contracts, or successive NZRU Sevens Contracts, is deemed to have continuous service for the purpose of any relevant entitlements;
- (j) all contractual negotiations and documents between a Player, a Super Rugby Club and/or the NZRU are confidential between those parties.

Details of these matters (particularly relating to the Player's remuneration) may only be disclosed:

- (i) with the written consent of the Player; or
- (ii) as required by a provision of this Collective Agreement.

55. NZRU and Super Rugby Club Employment Obligations

55.1 By becoming a party to a Playing Contract under this Part, a Player agrees:

- (a) to provide his Employment Services to the NZRU (including to any NZRU Team to which he may be selected during his NZ Rugby Term) in accordance with his Playing Contract (and including, where agreed, the All Blacks Sevens Team), and with the provisions in this Collective Agreement);
- (b) to wear or use Sponsors' products and services while providing his Employment Services to the NZRU and/or a Super Rugby Club, provided that:
 - (i) such products and services are reasonably expected to be worn while providing Employment Services;
 - (ii) a Player may wear boots of his choosing while providing his Playing Services to a Super Rugby Team (provided that he has given written notice to his Super Rugby Team when requested to do so prior to Team outfitting); and
 - (iii) a Player may use Tools of the Trade of his selection (subject to this Collective Agreement);
- (c) if selected for the All Blacks, the All Blacks XV, the Māori All Blacks Team or All Blacks Sevens Team to wear or use Sponsors' footwear incorporating the latest technology provided such footwear meets:
 - (i) the Player's individual medical and physiological requirements (as certified by a registered medical practitioner); and
 - (ii) the Player's reasonable performance requirements;
- (d) to wear a mouthguard in the course of playing Rugby for a New Zealand Team or when contact training;
- (e) to support club rugby;
- (f) while selected for an NZRU Team:
 - (i) to play to the best of his 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;
 - (iii) to report promptly for and participate in all training sessions and matches as required;
 - (iv) to have a current passport and be eligible to travel overseas and back to New Zealand with that 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 that Team;
- (g) not to make any comment to the media contrary to the best interests of the NZRU, Provincial Unions, Super Rugby Clubs, Sponsors, Broadcasters or Rugby;
 - (h) not to act contrary to the best interests of the NZRU, Super Rugby Clubs, Provincial Unions or Rugby;
 - (i) to comply with all applicable World Rugby, SANZAAR and Super Rugby Pacific rules and regulations;
 - (j) to comply with all reasonable directions of the NZRU (subject to this Collective Agreement);
 - (k) to comply with all reasonable directions of a Super Rugby Club (while selected for, or seconded to, that Super Rugby Club);
 - (l) to work closely with the NZRU to manage the transition from the playing environment of one New Zealand Team to another in the best interests of the Player, the NZRU, Super Rugby Clubs and Provincial Unions;
 - (m) to provide access to the NZRU and the RPC to medical information relating to the Player (including injury history) for purposes related to employment including injury research, new contract medical assessments and Super Rugby selection.

55.2 By becoming a party to a Playing Contract with a Player, the NZRU (or the Player's Agreed Super Rugby Club on behalf of the NZRU), agrees:

- (a) to pay the Player in accordance with his Playing Contract;
- (b) to provide the Player all equipment, services, and access to all facilities which are reasonably required by the Player to train for or play Rugby for any applicable NZRU Team;
- (c) to arrange, and meet any expenses associated with, any travel and accommodation necessary for the Player in the provision of his Employment Services, including business class travel on all overseas trips by the All Blacks, Super Rugby Teams (and where affordable for the NZRU in its assessment, All Blacks XV) where flight time exceeds 5 hours.

- (d) in the event that the Player is selected pursuant to Super Rugby selection process set out in clause 64 (as an NZ Rugby Draft Contract Player, but excluding where a Player is subject to a Medical Exemption), and is required to relocate between a Provincial Union and a Super Rugby Club to provide his Employment Services in the Super Rugby Competition, to meet the Player's actual and reasonable costs (approved in writing by the NZRU in advance of being incurred) as follows:
- (i) up to \$2,500 for relocation and travel (including up to three return trips to the Player's home) where the Player is required to relocate for the purpose of the Super Rugby Competition; and
- (ii) up to:
- A. For Players whose Agreed Super Rugby Club is the Blues:
- \$500 per week for single Players; or
 - \$650 per week for Players relocating with their family;
- B. For Players whose Agreed Super Rugby Club is the Hurricanes or Crusaders:
- \$400 per week for single Players; or
 - \$550 per week for Players relocating with their family;
- C. For Players whose Agreed Super Rugby Club is the Chiefs or Highlanders:
- \$350 per week for single Players
 - \$500 per week for Players relocating with their family;
- (e) for reasonable costs of rental accommodation and associated utilities (excluding telephone and food).
- (f) in the event that the Player is contracted and selected as part of a Super Rugby Club's Initial Super Rugby Squad on an NZ Rugby Contract or is the subject of a Medical Exemption, and is required to relocate between a Provincial Union and a Super Rugby Club to provide his Employment Services in the Super Rugby Competition, to reimburse the Player's actual and reasonable costs for relocation, accommodation and travel as follows:
- (i) up to:
- A. For Players who have incurred such costs while providing Employment Services to the Blues Super Rugby Club, or to the Auckland Rugby Union (Inc) or the North Harbour Rugby Football Union (Inc):

- \$9,500 per annum (after deduction of any applicable taxes) for single Players; and
 - \$11,600 per annum (after deduction of any applicable taxes) for Players relocating with their family;
- B. For Players who have incurred such costs while providing Employment Services to the Hurricanes or Crusaders Super Rugby Clubs, or to the Wellington Rugby Football Union (Inc) or the Canterbury Rugby Football Union (Inc):
- \$8,100 per annum (after deduction of any applicable taxes) for single Players; and
 - \$10,200 per annum (after deduction of any applicable taxes) for Players relocating with their family;
- C. For any other Players:
- \$7,400 per annum (after deduction of any applicable taxes) for single Players; and
 - \$9,500 per annum (after deduction of any applicable taxes) for Players relocating with their family;
- (ii) provided that amounts for relocation, accommodation and travel expenses will only be paid on receipt of documents and evidence that support a claim for actual and reasonable costs up to \$2,500 for relocation and travel (including up to three trips to the Player's home) and up to the applicable weekly amounts set out in clause 55.2(d) in respect of reasonable costs of rental accommodation and associated utilities (excluding telephone and food).
- (iii) There will be a maximum reimbursement of 50% of the amounts referred to in sub-clauses 55.2(e)(i) for any Player whose NZ Rugby Contract is terminated immediately after the completion of the Super Rugby Competition in any Contract Year.
- (iv) The Player's Agreed Super Rugby Club will provide reasonable assistance to any Player to whom this sub-clause applies in arranging relocation and finding appropriate accommodation and transportation to provide their Employment Services in the Super Rugby Competition.
- (g) Players who are employed on an NZ Rugby Sevens Contract and who are required to relocate permanently to Mount Maunganui the following travel and accommodation assistance will be paid by NZRU:
- (i) reimbursement of up to \$2,500 for a single Player and \$5,000 for a Player relocating with his family for the actual and reasonable costs of relocation;

- (ii) reimbursement of two return trips home within the first 9 months of relocation to help with the associated transition to living in Mount Maunganui;
- (iii) reimbursement of rent for up to two months from the date of permanent relocation at \$250/week for single Players and \$500/week for Players with families, on an actual and reasonable basis and until such time as permanent accommodation is found (i.e. if a Player finds permanent accommodation prior to moving, there would be no need for such support, this payment being intended to support temporary accommodation needs;
- (iv) If a Player returns to their Provincial Union for the Premier Competition then they would receive reimbursement of actual and reasonable rent for up to 14 weeks as follows:
 - A. Auckland/North Harbour \$500/week (\$650 for families);
 - B. Wellington/Christchurch \$400/week (\$550 for families);
 - C. All other PU's \$350/week (\$500 for families).
- (v) If a Player comes off contract and is not re-contracted that Player would be able to claim actual and reasonable costs up to \$2,500 (\$5,000 for families) for permanent relocation to another region;
- (vi) Assistance with a Player's partners' career options will be provided on a case by case basis and be led by the Sevens Personal Development Manager role.
- (h) to reimburse Players who are required to relocate on a short-term basis (i.e as a replacement player) their actual and reasonable costs for the period of their relocation;
- (i) to make contact with the Player to provide notice in advance of any public announcement of his non-selection to the All Blacks or a Super Rugby Team, where he was selected for that Team on the last occasion when it was selected;
- (j) to act towards the Player in good faith, and to treat him fairly and reasonably in all aspects of his employment;
- (k) to work closely with individual Players to manage the transition from the playing environment of one New Zealand Team to another in the best interests of the Player, the NZRU, Super Rugby Clubs and Provincial Unions; and
- (l) to have the right to delegate to a Super Rugby Club or a Provincial Union the ability to give instructions or directions to Players while they are selected to a Super Rugby Team or Provincial Union Team (as the case may be).

55.3 In addition to the assembly provisions above, for the Contract Years 2022 and 2023:

- (a) A Player who is not currently contracted as part of a Super Rugby Squad and who is involved in a Super Rugby Development or Super Rugby U20 programme may agree to assemble with a Super Rugby Team on a voluntary basis, with no assembly fees payable, up to a maximum of six (6) days (Monday to Sunday) during the period from the first Monday of the second Super Rugby working week in January to 31 March of the same contract year (Days). A Player's Days cannot be used for more than two (2) days in a week, or four (4) days in a row across two weeks. For the avoidance of doubt, a player cannot assemble for a Thursday and Friday of one week then a Monday and Tuesday of the following week.
- (b) Prior to a Player being assembled with a Super Rugby Team, the Player, the Player's Provincial Union Academy Manager and the Player's Provincial Union Personal Development Manager must have agreed an Assembly Plan with the Player's agreed Super Rugby Team for that Player that reflects their commitments including personal development, study and work, throughout each week.
- (c) The Days are to be used for the purpose of rugby development (technical, tactical and physical) and may be utilised for preparation for matches (if any).
- (d) A copy of the Player's Assembly Plan must be signed by the Player, Provincial Union Personal Development Manager, Provincial Union and Super Rugby Team and the signed Assembly Plan will be made available for inspection by the NZRU and RPC upon request.
- (e) The Super Rugby Club will submit their Players' Assembly Plan application to the NZRU and the RPC for their approval one (1) month prior to the first day of the proposed assembly or such shorter period as the parties agree.
- (f) Any Player found to be assembling in breach of the above will be entitled to receive \$1,800 for each week in which the Player was assembled, payable by the Super Rugby Club the Player was assembled with, to be paid from funds outside of the Player Payment Pool. The Super Rugby Club may also be subject to the breach provisions within the Collective Agreement.

56. Termination of Playing Contract

56.1 A Playing Contract is regarded as terminated upon the expiry of its term.

56.2 The NZRU may terminate a Playing Contract in the case of serious misconduct, in accordance with this Collective Agreement.

56.3 A Player and the NZRU 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. For the avoidance of doubt, a Player and a Super Rugby Club may not agree to terminate the Player's employment relationship with the NZRU

prior to the expiry of the term of the Playing Contract without the agreement of the NZRU.

- 56.4 Without limiting clause 56.3 above, it is specifically acknowledged that a Player and the NZRU may agree to options to terminate a Playing Contract earlier than the expiry of its term (such options being in the Player's favour).
- 56.5 At the commencement of this Collective Agreement, the parties acknowledge that the NZRU has developed conventions on the granting of such options to terminate the employment of Players who are parties to NZ Rugby Contracts. While any Player's request for an option to terminate an NZ Rugby Contract will be considered in good faith and on its own merits, the NZRU acknowledges that it will take into account at least the following factors in determining whether to grant an option to terminate to any Player:
- (a) the number of years in which a Player has been selected in a Final Super Rugby Squad;
 - (b) the Player's record of selection to NZRU Teams;
 - (c) the interests of the All Blacks Team, and whether any conditions should be attached to an option to terminate; and
 - (d) any particular welfare-related considerations including the age of a Player.
- 56.6 The NZRU shall consult with the RPC in the event that it proposes to alter any of its developed conventions on the granting of options to terminate to Players who are parties to NZ Rugby Contracts.
- 56.7 Upon termination of an NZ Rugby Contract only a Player may, at his option, also automatically terminate any other Contract under this Collective Agreement to which he also is a party (including, subject to this Collective Agreement, a Provincial Union Contract).

57. Contracting Process for Playing Contracts

- 57.1 The NZRU (and any Super Rugby Club acting on its behalf) must allow each Player with whom it wishes to become a party to:
- (a) an NZ Rugby Contract, a minimum of 14 days where reasonably practicable; or
 - (b) an NZ Rugby Draft Contract, NZ Rugby Interim Contract, NZ Rugby National Development Contract or NZRU Sevens Contract, a reasonable period of time;
- from the date of the initial offer to consider the terms of such proposed arrangement.

- 57.2 If a Player and the NZRU (and/or any Super Rugby Club acting on its behalf) cannot agree to the terms of an NZ Rugby Contract they may rely upon the mediation process in the problem resolution procedures in this Collective Agreement.

58. Determination of Agreed Super Rugby Club

- 58.1 A Player determines his Agreed Super Rugby Club by being a party to an NZ Rugby Contract, an NZ Rugby Draft Contract or (where relevant) an NZ Rugby Interim Contract or NZ Rugby National Development Contract, in which he agrees his Agreed Super Rugby Club in his Playing Contract.
- 58.2 The NZRU will second each Player who is a party to an NZ Rugby Contract, NZ Rugby Interim Contract (where relevant), NZ Rugby National Development Contract or NZ Rugby Draft Contract to his Agreed Super Rugby Club for the period of each Super Rugby Competition during the term of his Playing Contract unless he is otherwise required to perform Employment Services for an NZRU Team other than his Super Rugby Team.
- 58.3 A Player may vary his Agreed Super Rugby Club (without necessarily varying any other terms of his Playing Contract) by agreement between him, the NZRU, his previous Agreed Super Rugby Club and his new Super Rugby Club.

Provisions relating to NZ Rugby Contracts

59. NZ Rugby Contracts

- 59.1 An NZ Rugby Contract is an employment agreement under which a Player agrees to be employed by the NZRU, and to be seconded to provide his Employment Services to his Agreed Super Rugby Club, on an exclusive basis, for a specified period of time (unless he is otherwise required to perform Employment Services for an NZRU Team other than his Super Rugby Team).
- 59.2 The NZRU, a Super Rugby Club and a Player may only become parties to an NZ Rugby Contract by completing and executing a document in the form annexed as Appendix 3. In this way, the NZRU, the Player's Agreed Super Rugby Club and the Player must reach agreement on:
- (a) the Player's NZ Rugby Term;
 - (b) the Player's Agreed Super Rugby Club;
 - (c) the Player's NZ Rugby Retainer (including that Player's Super Rugby Retainer Component and NZRU Retainer Component); and
 - (d) in respect of each Contract Year (or part Contract Year) during that NZ Rugby Term and in accordance with the Super Rugby Contracting Regulations, the Player's Non-Financial Benefits (if any) and/or Individual

Performance Incentives (if any) and whether (and in what proportion) the NZRU or Agreed Super Rugby Club will be responsible for their provision.

The NZ Rugby Contract must also record:

- (e) in respect of each Contract Year during his NZ Rugby Term, NZRU Team Selection Fees.
- (f) For the avoidance of doubt, the amounts, or Non-Financial Benefits and/or Individual Performance Incentives, agreed between a Player and the NZRU and the Player's Agreed Super Rugby Club may vary between Contract Years within the Player's NZ Rugby Term.
 - (i) The NZRU, the Player's Agreed Super Rugby Club and the Player may, at any time during that Player's NZ Rugby Term, agree in writing to vary any of the terms of the Player's NZ Rugby Contract.

59.3 In the event that:

- (a) the NZRU, and the Player's Agreed Super Rugby Club and the Player agree to Individual Performance Incentives which are in excess of 10% of his NZ Rugby Retainer for that Contract Year, any such payments in excess of 10% are not included in the Player Payment Pool; and
- (b) any Non-Financial Benefits are agreed to be provided to the Player by the Player's Agreed Super Rugby Club, they are not included in the Player Payment Pool; and
- (c) Any Non-Financial Benefits agreed to be provided to the Player by the NZRU that exceed 10% of a Player's NZ Rugby Retainer, they are not included in the Player Payment Pool.

59.4 A Super Rugby Club may, in its discretion, pay bonuses to Players upon the attainment by that Team of a particular goal, particularly including a home semi or final game in the Super Rugby Competition. Any such payments are not included in the Player Payment Pool.

59.5 A Player's NZ Rugby Term may expire on a date beyond the expiry of this Collective Agreement.

59.6 A Player's NZ Rugby Retainer is, in relation to that individual Player, an amount of money which is paid by the NZRU to that Player in relation to a particular Contract Year in consideration of:

- (a) provision of his Employment Services;
- (b) the right given by him to his Agreed Super Rugby Club to select him in its Super Rugby Team in each Contract Year; and
- (c) being available for selection to NZRU Teams (including, where agreed, the All Blacks Sevens Team) during that Contract Year;

and on the following basis:

- (d) the NZRU is obliged to make payment to the Player of his NZ Rugby Retainer irrespective of:
 - (i) whether the Player is selected for any Super Rugby Club's Super Rugby Squad;
 - (ii) whether or not he is selected to any New Zealand Team; or
 - (iii) whether he is unable to play Rugby due to suspension, illness or injury (subject to this Collective Agreement).

59.7 The following provisions apply to the negotiation of a Player's NZ Rugby Retainer (subject to the Super Rugby Selection Process prescribed in this Collective Agreement):

- (a) a Player may negotiate a portion of his NZ Rugby Retainer with his Agreed Super Rugby Club, which has the NZRU's delegated authority to agree to pay up to \$195,000 during a Player's NZ Rugby Term (this component of the NZ Rugby Retainer is the Player's Super Rugby Retainer Component);
- (b) a Player may negotiate a portion of his NZ Rugby Retainer with the NZRU (this component of the NZ Rugby Retainer is the Player's NZRU Retainer Component);
- (c) a Player's NZ Rugby Retainer is the aggregate of his Super Rugby Retainer Component and NZRU Retainer Component;
- (d) the NZRU, in negotiating the Player's NZRU Retainer Component, cannot offer to pay a higher or lower NZRU Retainer Component to a Player based on which Super Rugby Club he chooses to be his Agreed Super Rugby Club.

59.8 Subject to the Super Rugby Selection Process prescribed in this Collective Agreement the minimum amount of Super Rugby Retainer Component which must be paid to a Player who is contracted on an NZ Rugby Contract in a Super Rugby Squad by way of NZ Rugby Retainer is \$75,000.

59.9 There are, otherwise than specified in this clause, no minimum or maximum payment constraints upon a Player's Super Rugby Retainer Component or NZRU Retainer Component (and a Player's NZ Rugby Retainer may, subject to this clause, be made up of any combination of these components).

59.10 In the case of a Player who has not previously been a party to an NZ Rugby Contract, the Player's NZ Rugby Retainer may, in respect of the first Contract Year of the Player's NZ Rugby Term, be paid over up to a 14 month period commencing on 1 November immediately prior to that Contract Year.

59.11 Notwithstanding any other provision in this Agreement, a Player in his final year of eligibility for the Under 20 National Team or younger may be employed on a NZ Rugby Contract or NZ Rugby Draft Contract, subject to the following:

- (a) in the first year of his NZ Rugby Term his maximum Super Rugby Retainer Component will be \$75,000;
- (b) in the second year of his NZ Rugby Term (even if this is pursuant to a new NZ Rugby Contract), his maximum Super Rugby Retainer Component will be \$100,000;
- (c) no other remuneration or incentive is payable to the Player either by the Super Rugby Club or any other third party in any manner contemplated by the Super Rugby Contracting Regulations; and
- (d) a period of employment on a NZ Rugby Draft Contract will count as his first year of employment under paragraph (a) above.

59.12 A Player's NZ Rugby Non-Financial Benefits are, in relation to that individual Player, any benefit in kind or non-monetary benefit of employment (for example the provision of accommodation or the use of a vehicle for the period of the Player's NZ Rugby Term).

59.13 A Player's Individual Performance Incentives are, in relation to that individual Player, specified amounts of money that will be paid to him on the achievement of specified goals, and may include match fees or win bonuses.

59.14 A Player's NZRU Team Selection Fees are specified amounts of money that are:

- (a) consistent across all NZ Rugby Contracts, NZ Rugby Draft Contracts except as set out in sub clauses (vi) – (ix), and NZ Rugby Interim Contracts; and
- (b) paid to any Player who has been selected to provide Employment Services to an NZRU Team (irrespective of the nature of that Player's Playing Contract), and which are paid by the NZRU to that Player in consideration of provision of his Employment Services on the following basis:
 - (i) subject to the terms of this clause, NZRU Team Selection Fees are specified as weekly amounts, and are payable to a Player in respect of any week (or part week, on a pro-rata daily basis, with a minimum payment of one week for each assembly) during which he is assembled with a particular NZRU Team (except in the case of a replacement Player who is required for three days or less in any week, where that Player will be paid on a pro- rata basis for those days);
 - (ii) NZRU Team Selection Fees must be paid in the month following the period during which they were earned except as set out in clause (vi) – (ix);
 - (iii) NZRU is obliged to make payment to the Player of his NZRU Team Selection Fees irrespective of whether or not the Player plays Rugby for that NZRU Team if he is selected to that Team (subject to this Collective Agreement);

- (iv) in the case of the All Blacks XV, the Māori All Blacks Team and an All Blacks Trial Team, the NZRU is obliged to make payment to the Player of his NZRU Team Selection Fees where he becomes unable to play Rugby due to illness or injury (and subject to this Collective Agreement) for the balance of the relevant period of assembly (or until the Player is no longer prevented from training for and playing Rugby (as assessed in accordance with this Collective Agreement), whichever occurs first);
- (v) where the Player was a member of the most recently selected All Blacks Team (including a Rested Player), and becomes unable to play Rugby due to illness or injury (subject to this Collective Agreement), the NZRU is obliged to make payment to that Player of 80% of NZRU Team Selection Fees in respect of each period of assembly for the All Blacks Team until the occurrence of the earliest of the following events:
 - A. the expiry of twelve months following such illness or injury;
 - B. the expiry of the Player's NZ Rugby Term; or
 - C. the Player is no longer prevented from training for and playing Rugby (as assessed in accordance with this Collective Agreement): in the amounts indicated in the following table:

NZRU Team	Selection Fees
All Blacks	\$7,500
All Blacks XV	\$3,500
Māori All Blacks Team	\$3,000
An All Blacks Trial Team	\$2,000

and provided that, in the event that the NZRU selects any other team during the Term of this Collective Agreement, the NZRU and the RPC must reach agreement on the amount of the NZRU Team Selection Fees to be paid in respect of assembly with that team (and whether any such amount is to be inside or outside the Player Payment Pool and whether any additional revenue from that team forms part of NZRU Player Generated Revenue);

Additional provisions in respect of All Blacks Selection Fees

- (vi) When a Player turning 26 years of age (or older) in a Contract Year, is selected in a Super Rugby Squad, and that selection is their fifth Contract Year or more in a Super Rugby Squad, then NZRU is obliged to make payment to the Player of 25% of total available NZRU All Blacks Team Selection Fees for that year;

- (vii) Where the Player turning 26 years of age (or older) in a Contract Year, is selected in a Super Rugby Squad, and that selection is their fifth Contract Year or more in a Super Rugby Squad, and they have also been captured (for international eligibility purposes and retained that eligibility status) by selection in an All Blacks match previously, the NZRU is obliged to make payment to that Player of 50% of NZRU All Blacks Team Selection Fees;
- (viii) The payments set out in sub-clauses (vi) and (vii) will be paid in a lump sum in December (of the relevant Contract Year) and are intended to be an underwrite of any entitlement to All Blacks Assembly Fees and other National Team Assembly Fees (including Māori All Blacks, All Black Sevens and All Blacks XV fees) and are not in addition to weekly amounts of All Blacks Assembly Fees and other National Team Assembly Fees where these exceed the amount of the underwrite in any Contract Year. Where the All Blacks Assembly Fees and other National Team Assembly Fees paid in any Contract Year do not total the amount of the underwrite in subclauses (vi) and (vii) above, the NZRU will top up the All Blacks Assembly Fee payment to the level of the underwrite;
- (ix) In the event that a Player who would otherwise qualify under the above sub-clauses (vi) and (vii) has:
 - A. Not entered into a Provincial Union Contract or Provincial Union Development Contract or has entered into such Contract but is unavailable for Premier Competition fixtures for reasons other than genuine injury or illness (unless otherwise approved by NZR); or
 - B. Elected to terminate his Playing Contract during a Contract Year and therefore become unavailable for selection to the All Blacks Team; or
 - C. been selected in a Super Rugby Squad for the first time after returning to play rugby in New Zealand following playing rugby professionally overseas;

he will not be entitled to any NZRU Team Selection Fees pursuant to sub-clauses (vi) or (vii) in that Contract Year.

Provisions relating to NZ Rugby Interim Contracts

60. NZ Rugby Interim Contracts

- 60.1 An NZ Rugby Interim Contract is an employment agreement under which a Player (who is not a party to an NZ Rugby Contract or a NZ Rugby Draft Contract) agrees to provide his Employment Services to the NZRU for a fixed term period. By way of

example, an NZ Rugby Interim Contract would be used in the case of a Player whose Employment Services are required by the NZRU on a temporary basis for:

- (a) a Super Rugby Club (by secondment) because of injury (or illness or other unavailability) to a Player ;
- (b) the All Blacks;
- (c) the Māori All Blacks Team;
- (d) the All Blacks XV;
- (e) an All Blacks Trial Team;
- (f) the All Blacks Sevens Team; or
- (g) the Emerging Sevens Team;

or where the Player's Employment Services are required for a particular period of time without necessarily being required for a particular Team (such as where the NZRU seeks to retain a developing Player in New Zealand, or where the NZRU seeks to attract a Player back to New Zealand).

60.2 The NZRU and a Player may only become parties to an NZ Rugby Interim Contract by completing and executing a document in the form annexed as Appendix 6. For the avoidance of doubt, where an NZ Rugby Interim Contract establishes a Player's Agreed Super Rugby Club, that Super Rugby Club must counter-sign that Playing Contract, signifying its understanding and acceptance of obligations under this Collective Agreement. In this way, the NZRU and the Player must:

- (a) record, where applicable, the NZRU Team(s) to whom the Player has agreed to provide his Playing Services and/or the purpose for which the NZRU has contracted with the Player;
- (b) reach agreement on the Player's NZ Rugby Interim Term (being a period of time which encompasses at least three days);
- (c) and the Player's NZ Rugby Interim Retainer; and
- (d) (as relevant) record the NZRU Team Selection Fees and/or New Zealand Sevens Assembly Fees to which he is entitled, or may be entitled, by virtue of his participation in a relevant NZRU Team.

The NZRU (and where applicable, a Super Rugby Club) and the Player may, at any time during that Player's NZ Rugby Interim Term, agree in writing to vary any of the terms of the Player's NZ Rugby Interim Contract.

60.3 A Player's NZ Rugby Interim Retainer is, in relation to that individual Player, an amount of money which is paid by the NZRU to the Player in consideration of provision of his Employment Services; and

- (a) the NZRU is obliged to make payment to the Player of his NZ Rugby Interim Retainer irrespective of:
- (i) whether the Player plays Rugby for an NZRU Team; or
 - (ii) whether he is unable to play Rugby due to suspension, illness or injury (subject to this Collective Agreement);
- (b) the following are the minimum weekly amounts (inclusive of NZRU Team Selection Fees) that must be paid to a Player who is required to provide his Employment Services to an NZRU Team by way of his NZ Rugby Interim Retainer during a Player's NZRU Interim Term, on a pro-rata basis:

All Blacks Sevens Team or Emerging Sevens Team	\$1,250
Any other NZRU Team	\$1,800

- (c) If the Player is:
- (i) selected to be part of the Initial Team squad or matchday playing 23, he must be paid in respect of at least one week;
 - (ii) required to provide Employment Services as a replacement player, where he is required for between four days and one week, he must be paid in respect of a week; and
 - (iii) assembled (and paid) in the week prior to a bye week and is assembled or provided a training programme the week after the bye week, he shall be paid a weekly assembly fee for the bye week.

60.4 For the avoidance of doubt, where applicable, a Player employed under an NZ Rugby Interim Contract is entitled to payment of any bonus paid by his Super Rugby Club on a pro-rata basis.

60.5 Any payments made under an NZ Rugby Interim Contract are inclusive of the Player's 8% entitlement to holiday pay under the Holidays Act 2003. For these periods no further payment shall be required for holiday pay.

60.6 Payments to Players on an NZ Rugby Interim Contract who are employed prior to December in any Contract Year, will be made in a mid-month pay run in December of that year and thereafter on a mid-month basis in exceptional circumstances.

61. Commuting of NZ Rugby Interim Contract for Super Rugby Team

61.1 If, for any reason, a Player is selected in 10 or more playing squads during a Super Rugby Competition in one Contract Year (either in an unbroken period, or in separate

periods, and including where the player is selected in a travelling squad for an away fixture), that Player must be employed (from that time) under an NZ Rugby Draft Contract, and any NZ Rugby Interim Contract is commuted to an NZ Rugby Draft Contract on the following basis:

- (a) the NZRU and the Player will be deemed to have become parties to an NZ Rugby Draft Contract on 1 January in that Contract Year;
- (b) the Player's NZ Rugby Draft Term will be for a period of one year, expiring on 31 December in that Contract Year;
- (c) the Player's NZ Rugby Draft Retainer will be \$50,000 (being the minimum prescribed amount, and less any amount paid to the Player under his NZ Rugby Interim Retainer or any other payments as applicable);
- (d) the Player and the NZRU (or the Super Rugby Club, on behalf of the NZRU) may agree other terms which are consistent with this Collective Agreement.

61.2 A Player who has previously been a party to an NZ Rugby Contract has a right to negotiate his NZ Rugby Draft Term and NZ Rugby Draft Retainer (and the matters recorded above are, in that case, minimum prescribed levels only).

61.3 Where a Player who is entitled to commute his NZ Rugby Interim Contract in accordance with clause 61.1, was at any previous time in his career, employed on an NZ Rugby Contract, he will commute to an NZ Rugby Contract for that Contract Year.

Provisions relating to NZ Rugby Draft Contracts

62. NZ Rugby Draft Contracts

62.1 An NZ Rugby Draft Contract is an agreement under which a Player agrees to provide his Employment Services to a particular Super Rugby Club on an exclusive basis (unless the Player agrees to be a replacement Player for another Super Rugby Club), for a single, specified Super Rugby Competition and to his agreed Provincial Union for the Premier Competition (except where provided otherwise in this Collective Agreement). The NZRU must become a party to 30 NZ Rugby Draft Contracts in respect of each Super Rugby Competition (inclusive of Players given notice of Medical Exemption pursuant to clause 65).

62.2 The NZRU and a Player may become parties to an NZ Rugby Draft Contract pursuant to sub-clause 62.5 and on the terms specified in clause 62.

62.3 A Player's NZ Rugby Draft Term is, in relation to that individual Player, a period of time which encompasses (subject to clause 62.5 below) at least a single, specified Super Rugby Competition and which concludes one week following the conclusion of the Premier Competition (unless otherwise agreed with the Player to allow for an earlier expiry) in the last Contract Year of the term.

- 62.4 A Player's NZ Rugby Draft Retainer is, in relation to that individual Player, an amount of money which is paid by the NZRU to the Player in consideration of:
- (a) provision of his Employment Services;
 - (b) allowing his Agreed Super Rugby Club a right to select the Player to play Rugby for its Super Rugby Team (subject to this clause); and
 - (c) his agreement to be available for selection to the Premier Competition Squad of any Provincial Union with whom he is a party to a Provincial Union Contract.

During his NZ Rugby Draft Term:

- (d) the NZRU is obliged to make payment to the Player of his NZ Rugby Draft Retainer irrespective of:
 - (i) whether the Player plays Rugby for any particular Team; or
 - (ii) whether he is unable to play Rugby due to suspension, illness or injury (subject to this Collective Agreement);
 - (e) the minimum annual amount (specified as an amount payable during a Super Rugby Competition) which must be paid to a Player during an NZ Rugby Draft Term by way of NZ Rugby Draft Retainer is \$50,000 (subject to clause 61.2).
- 62.5 A Super Rugby Club can enter into a NZ Rugby Draft Contract with a Player on the following basis:
- (a) For a one-year term, from the Monday following week 5 of the Premier Competition and up to the Super Rugby Squad Confirmation Date, provided the Super Rugby Club is the Player's Home Super Rugby Club and the Player is contracted to a Provincial Union within that region;
 - (b) For a one-year term, from the Monday following week 8 of the Premier Competition and up to the Super Rugby Squad Confirmation Date from any region;
 - (c) the NZ Rugby Draft Contract is concluded for a two-year term, or alternatively the Player has entered into a NZ Rugby Contract for the Contract Year following the year in which the NZ Rugby Draft Contract applies.
- 62.6 A Player can elect to terminate his NZ Rugby Draft Contract signed pursuant to clause 62.5 if the Player signs an NZ Rugby Contract prior to the Super Rugby Eligibility Date for the same year, provided that the Player has given his Agreed Super Rugby Club a prior opportunity to offer him a full NZ Rugby Contract.

- 62.7 Where a Super Rugby Club signs an NZ Rugby Draft Contract with a Player other than in the circumstances set out in clause 62.5 above, that will constitute a breach of this Collective Agreement and the Super Rugby Contracting Regulations.

Provisions relating to NZRU Sevens Contracts

63. NZRU Sevens Contracts

- 63.1 An NZRU Sevens Contract is an employment agreement under which a Player agrees to provide his Employment Services to the All Blacks Sevens Team during a particular Contract Year or Contract Years.
- 63.2 The NZRU must, by 31 January in each Contract Year, name an All Blacks Sevens Squad for that Contract Year made up of at least 20 Players in each Contract Year during the Term, each of whom must either be a party to an NZRU Sevens Contract, an NZ Rugby Contract or an NZ Rugby Draft Contract.
- 63.3 Notwithstanding clause 63.2 above, at least 12 Players must be employed on NZRU Sevens Contracts for the following Contract Year within 7 days of the Super Rugby Eligibility Date in each Contract Year.
- 63.4 Any Player employed on a NZRU Sevens Contract in a Contract Year who may not be offered a NZRU Sevens Contract for the following Contract Year must be advised of this by the NZRU prior to the Super Rugby Eligibility Date.
- 63.5 The NZRU and a Player may only become parties to an NZRU Sevens Contract by completing and executing a document in the form annexed as Appendix 7. In this way, the NZRU and the Player must reach agreement on the Player's New Zealand Sevens Retainer. The Contract must also record the NZRU Sevens Contract Term, being a period of time in respect of which the contract will apply (being at least one Contract Year, and expiring on 31 December), and the Sevens Assembly Fees payable. With the exception of the level of Sevens Assembly Fees, the NZRU and the Player may agree in writing to vary these terms.
- 63.6 For the avoidance of doubt, where a Player is not a party to an NZ Rugby Contract or an existing NZRU Sevens Contract, his NZRU Sevens Contract Term may be for fourteen months, commencing on 1 November in the Contract Year in which he is selected to the All Blacks Sevens Squad.
- 63.7 A Player's All Blacks Sevens Retainer is, in relation to that individual Player, an amount of money which is paid by the NZRU to that Player in relation to a particular Contract Year in consideration of his agreement to provide his Employment Services and on the following basis:
- (a) the NZRU is obliged to make payment to the Player of his New Zealand Sevens Retainer irrespective of:

- (i) whether the Player plays Sevens Rugby for the All Black Sevens Team in any particular Tournament; or
 - (ii) whether he is unable to play Sevens Rugby due to suspension, illness or injury (subject to this Collective Agreement);
- (b) the table below summarises the minimum number of Players who must be parties to NZRU Sevens Contracts in each Contract Year during the Term, and the minimum amounts that must be paid to those Players by way of All Blacks Sevens Retainer in each of those Contract Years.
- (c) The figures for minimum numbers of Players in the four tiers for each Contract Year are cumulative such that at least 20 Players must have All Blacks Sevens Retainers of \$50,000 or more, at least 12 of those Players must have All Blacks Sevens Retainers of \$55,000 or more, at least 8 of those Players must have All Blacks Sevens Retainers of \$70,000 or more and at least 4 of those Players must have All Blacks Sevens Retainers of \$90,000 or more – meaning that a minimum of 20 Players in total must be parties to NZRU Sevens Contracts in that Contract Year:

	Minimum Numbers of Players	Minimum payment
Tier 1:	4	\$90,000
Tier 2:	8	\$70,000
Tier 3:	12	\$55,000
Tier 4:	20	\$50,000

63.8 In each Contract year, a fund of \$100,000 will be available for distribution from the Player Payment Pool to Players (payable in 1 lump sum on or about 31 December in each Contract Year) who have been employed on a NZRU Sevens Contract during that Contract Year on a pro-rata basis based on the number of years the Player has been employed on an NZRU Sevens Contract compared with the total number of years of service of such Players on NZRU Sevens Contracts. This fund shall be known as the All Blacks Sevens Legacy Fund.

63.9 A Player's Sevens Assembly Fees, being an amount of \$2,000 per week and pro rata for part weeks related to World Rugby Sevens World Series tournaments, Olympic Games, Commonwealth Games and the Sevens Rugby World Cup and \$1,000 per week and pro-rata for part weeks of assembly in respect of each assembly for other international tournaments (including tournaments played by the Emerging Sevens Team), are:

- (a) consistent across all Players; and
- (b) paid to a Player who has been selected to provide Employment Services to the All Blacks Sevens Team at a particular tournament (irrespective of the nature of that Player's contractual arrangement);

and which are paid by the NZRU to that Player in consideration of provision of his Employment Services on the following basis:

- (c) Sevens Assembly Fees are specified as amounts payable per week of assembly, and are payable to a Player in respect of Assembly periods for each tournament (or part tournament) for which he is selected in the All Black Sevens Team or Emerging Sevens Team. For the purpose of this clause, Assembly Fees are calculated from the date of departure for the Tournament until the date the team returns home. Sevens Assembly Fees must be paid in the next regular NZRU pay cycle after the conclusion of the tournament in respect of which they are payable;
- (d) the NZRU is obliged to make payment to the Player of his Sevens Assembly Fees if he is selected for a particular tournament irrespective of:
 - (i) whether or not the Player plays Sevens Rugby for the All Black Sevens Team or Emerging Sevens Team during that tournament; and
 - (ii) whether he is unable to play Sevens Rugby during that tournament due to suspension, illness or injury (subject to this Collective Agreement) incurred while assembled with the All Black Sevens Team or Emerging Sevens Team (irrespective of whether he remains assembled with that Team for the balance of the tournament).

63.10 Where a Player, who is party to an NZRU Sevens Contract, was a member of the most recent initially selected All Blacks Sevens Team, and becomes unable to play Rugby due to illness or injury (subject to this Collective Agreement), the NZRU is obliged to make payment to that Player of 80% of NZRU Sevens Assembly Fees in respect of each period of assembly for the All Blacks Sevens Team until the occurrence of the earliest of the following events:

- (a) the expiry of twelve months following such illness or injury;
- (b) the expiry of the Player's NZ Rugby Term; or
- (c) the Player is no longer prevented from training for and playing Rugby (as assessed in accordance with this Collective Agreement).

63.11 A Player who is a party to an NZ Rugby Contract or an NZ Rugby Draft Contract may, with the agreement of the NZRU, choose to play for the All Blacks Sevens Team for an agreed number of tournaments (and, for the avoidance of doubt, is entitled to be paid Sevens Assembly Fees).

63.12 It is acknowledged that the All Blacks Sevens Team may play in a tournament which occurs during the Premier Competition; and that, as a consequence, a Player who is a party simultaneously to an NZRU Sevens Contract and a Provincial Union Contract or Provincial Union Development Contract may be considered for selection for the All Blacks Sevens Team during the Premier Competition.

63.13 In respect of this situation:

- (a) Where the Player has an All Blacks Sevens Retainer of \$70,000 or more:
 - (i) The Player may, at the time of negotiating his NZRU Sevens Contract, agree with the NZRU about the way in which his Employment Services will be provided and any terms which will apply (and, in this way, which Team will prevail in the event of simultaneous selection). For the avoidance of doubt, such a Player can, in entering into an NZRU Sevens Contract, agree to waive his right to enter into a Provincial Union Contract or Provincial Union Development Contract;
 - (ii) In the absence of any such specific agreement, the Player may choose to which Team he provides his Employment Services.
- (b) Where the Player has a New Zealand Sevens Retainer of less than \$70,000:
 - (i) the Player may choose to which Team he provides his Employment Services;
 - (ii) shall not be required to agree to any terms limiting his right to choose.
- (c) In any instance where a Player provides his Employment Services to the All Blacks Sevens Team he is entitled to be paid Sevens Assembly Fees and, if a party to a Provincial Union Contract or Provincial Union Development Contract, to continue to receive his Provincial Union Retainer.

63.14 A Player who is party to an NZRU Sevens Contract and is paid an NZRU Sevens Retainer:

- (a) In either Tier 1 or 2 may either, in the absence of agreement to the contrary with the NZRU, terminate his NZRU Sevens Contract in order to enter into an NZ Rugby Contract or an NZ Rugby Draft Contract or, with the agreement of the NZRU and the relevant Provincial Union or Super Rugby Club enter into a NZ Rugby Contract or an NZ Rugby Draft Contract; or
- (b) in either Tier 3 or 4 may terminate an NZRU Sevens Contract in order to enter into an NZ Rugby Contract or NZ Rugby Draft Contract.

64. Super Rugby Selection Process

- 64.1 In each Contract Year there will be a Super Rugby Selection Process, managed by the NZRU and the Super Rugby Clubs, the result of which will be the selection of a Super Rugby Team for each Super Rugby Club pursuant to the terms of this Collective Agreement.
- 64.2 The Super Rugby Selection Process is set out in Appendix 8 of this Collective Agreement and may only be amended following agreement between the parties in accordance with clause 4.4. The key features of the Super Rugby Selection Process are:

- (a) an **Available Player** is a Player who:
 - (i) is eligible to be selected by the Super Rugby Eligibility Date for a Super Rugby Team; and
- (b) is or is expected to be fit to train and play Rugby for a Super Rugby Team during the Super Rugby Competition in the relevant Contract Year. The Super Rugby Eligibility Date is:
 - (i) In Contract Year 2022, 18 October; and
 - (ii) in Contract Year 2023, 17 October.
- (c) the Super Rugby Squad Confirmation Date is the first Tuesday following the conclusion of the Premier Competitions:
 - (i) In Contract Year 2022, 25 October; and
 - (ii) In Contract Year 2023, 24 October.
- (d) by the Super Rugby Squad Confirmation Date in each Contract Year, each Super Rugby Club must be a co-signatory to:
 - (i) 32 NZ Rugby Contracts (and named as their Agreed Super Rugby Club for the following Super Rugby Competition) with 32 Available Players. These Players form that Super Rugby Club's Initial Super Rugby Squad;
 - (ii) Six (6) NZ Rugby Draft Contracts (and named as Agreed Super Rugby Club for the following Super Rugby Competition) in accordance with clause 62.5 such players to make up each Super Rugby Club's Draft Playing Group.
- (e) if an Available Player:
 - (i) is a party to an NZ Rugby Contract on the Super Rugby Eligibility Date; and
 - (ii) has an NZ Rugby Term which encompasses some or all of the following Contract Year;

the Player must be named in the Initial Super Rugby Squad of his Agreed Super Rugby Club;

64.3 For the purposes of this clause:

- (a) a Player and the NZRU become parties to an NZ Rugby Contract or NZ Rugby Draft Contract when they execute, a document in the form annexed as Appendix 4 or Appendix 7 (as the case may be); and

- (b) a Player and the NZRU cease to be parties to an NZ Rugby Contract at the expiry of the NZ Rugby Term in that Contract or at its earlier termination (under the terms of this Collective Agreement).

64.4 Between the Super Rugby Squad Confirmation Date and the beginning of the following Contract Year, a Super Rugby Club may not seek to enter into an NZ Rugby Contract or NZ Rugby Draft Contract with a Player unless it is already the Player's Agreed Super Rugby Club, or as provided for in the Super Rugby Selection Process.

64.5 There may be no agreement or collusion which has the intention of undermining the provisions of this clause (or Appendix 8).

65. Medical Exemption

65.1 A Super Rugby Club must give notice, at any time prior to the Super Rugby Eligibility Date, to any Player:

- (a) with whom it is a party to an NZ Rugby Contract with an NZ Rugby Term which encompasses at least the Super Rugby Competition in the following Contract Year (and under which it is that Player's Agreed Super Rugby Club) and
- (b) whom it does not intend to select in its Final Super Rugby Squad of 32 NZ Rugby Contracts for the following Contract Year for the reason that the Player has an injury or illness that will prevent the Player from playing for his Super Rugby Team for at least the first six weeks of the Super Rugby Competition in the following Contract Year (as confirmed by the NZRU Medical Manager), but that Player is otherwise an Available Player.

Prior to giving any such notice, a Super Rugby Club must inform the NZRU and RPC of its intention to not select the Player in its Final Super Rugby Squad and seek the confirmation of the NZRU Medical Manager in respect of sub-clause 64.1(b) above.

65.2 The following provisions apply to Players who are subject to the Medical Exemption described in sub-clause 65.1:

- (a) The Player will be automatically moved into the NZ Rugby Draft Contract Player group of his Agreed Super Rugby Club for the Contract Year of the relevant Super Rugby Competition only, and is entitled to continue to receive payment of his full NZ Rugby Retainer (and his Provincial Union Retainer, if applicable). For the avoidance of doubt, if the Player is party to an NZ Rugby Contract that extends beyond the relevant Contract Year in which the Medical Exemption applies, he must be included in the Final Super Rugby Squad of his Agreed Super Rugby Club in subsequent Contract Years unless he is the subject of a further Medical Exemption or is otherwise not an Available Player;
- (b) Following notification, the Player can be replaced in his Agreed Super Rugby Club's Initial Super Rugby Squad or Final Super Rugby Squad.

66. Allocation of NZ Rugby Retainer Payments

- 66.1 Within the Player Payment Pool there is a Super Rugby Player Payment Pool from which all Super Rugby Retainer Component payments are made.
- 66.2 The Super Rugby Retainer Component spend for Contract Year 2021 was \$24,322,418 million. The parties have projected a spend of \$48,437,000 million during the Term. For the Contract period 2021 to 2025, there is a limit upon the Super Rugby Player Payment Pool of \$118,127,333 million. The allocation of this amount between the Super Rugby Clubs, or any alteration to this amount, must be agreed between the parties. Any Super Rugby Retainer Component payments made in excess of this total amount shall be deemed to fall outside the Player Payment Pool.
- 66.3 Any Super Rugby Retainer Component payments made to a Player will be allocated to that Player's Agreed Super Rugby Club, except as provided in this clause.
- 66.4 The allocation of any Super Rugby Retainer Component applying to a Player who is subject to a Medical Exemption will be that the amount of the Player's Super Rugby Retainer Component in excess of \$50,000 will be allocated to the Player's Agreed Super Rugby Club. The amount of \$50,000 will not be allocated to the Player's Super Rugby Club or the Super Rugby Retainer line within the Player Payment Pool, but will instead be allocated to the NZ Rugby Draft Retainers line within the Player Payment Pool.
- 66.5 A Player who is a party to an NZ Rugby Contract who is not an Available Player in any Contract Year, will not have his Super Rugby Retainer Component allocated to his Agreed Super Rugby Club or paid from the Super Rugby Retainer line within the Player Payment Pool for that Contract Year.

Part 8 – Provincial Union Employment Environment

67. Provincial Union Contracting Arrangements

67.1 A Provincial Union may, acting on behalf of the NZRU, agree to employ Players on one of the following two types of arrangement:

- (a) a Provincial Union Contract; or
- (b) a Provincial Union Development Contract.

67.2 Neither the NZRU nor a Provincial Union may, under this part, employ any person to play Rugby on any type of arrangement other than a Provincial Union Contract or Provincial Union Development Contract. A Provincial Union may, however, enter into other types of non-employment arrangements to retain persons provided that a person must become a party to a Provincial Union Contract or a Provincial Union Development Contract in order to participate in the Premier Competition.

67.3 A Provincial Union must, upon request, make all Provincial Union Contracts and Provincial Union Development Contracts which it has agreed (on behalf of the NZRU) with Players available for inspection by the RPC.

67.4 In respect of these contracts the following provisions apply:

- (a) a Player who is a party to a Provincial Union Contract or a Provincial Union Development Contract may simultaneously be a party to an NZ Rugby Contract, an NZ Rugby Interim Contract, an NZ Rugby Draft Contract or an NZRU Sevens Contract;
- (b) in addition to any payments made under this Collective Agreement (and any Playing Contract agreed pursuant to it), each Player is entitled to share in any Prize Money won by a team of which he is a member, in accordance with any team protocol for such sharing;
- (c) a Player who is a party to successive Provincial Union Contracts (with the same agreed Provincial Union) is deemed to have continuous service for the purpose of any relevant entitlements;
- (d) all contractual negotiations and documents between a Player, a Provincial Union and the NZRU are confidential between those parties. Details of these matters (particularly relating to the Player's remuneration) may only be disclosed:
 - (i) with the written consent of the Player; or
 - (ii) as required by a provision of this Collective Agreement.

68. Determination of Home Super Rugby Club

68.1 By becoming a party to a Provincial Union Contract or a Provincial Union Development Contract with the NZRU, a Player determines his Home Super Rugby Club, in the following way:

- (a) if a Player's agreed Provincial Union is:
 - (i) Auckland Rugby Union (Inc);
 - (ii) North Harbour Rugby Football Union (Inc); or
 - (iii) Northland Rugby Union (Inc);

then his Home Super Rugby Club is the Blues.

- (b) if a Player's agreed Provincial Union is:
 - (i) Bay of Plenty Rugby Union (Inc);
 - (ii) Counties Manukau Rugby Football Union (Inc);
 - (iii) Waikato Rugby Union (Inc); or
 - (iv) Taranaki Rugby Football Union.

then his Home Super Rugby Club is the Chiefs.

- (c) if a Player's agreed Provincial Union is:
 - (i) Hawkes Bay Rugby Football Union (Inc);
 - (ii) Manawatu Rugby Union (Inc); or
 - (iii) Wellington Rugby Football Union (Inc);

then his Home Super Rugby Club is the Hurricanes.

- (d) if a Player's agreed Provincial Union is:
 - (i) Canterbury Rugby Football Union (Inc); or
 - (ii) Tasman Rugby Union (Inc);

then his Home Super Rugby Club is the Crusaders.

- (e) if a Player's agreed Provincial Union is:
 - (i) Otago Rugby Football Union (Inc); or

- (ii) Rugby Southland (Inc);

then his Home Super Rugby Club is the Highlanders.

69. Provincial Union and Provincial Union Development Contract Obligations

69.1 By becoming a party to a Playing Contract under this Part, a Player agrees:

- (a) to provide his Employment Services to the NZRU (including to any Provincial Union Team to which he may be selected during his Provincial Union Term) in accordance with his Playing Contract and with the provisions in this Collective Agreement;
- (b) to wear or use Sponsors' products and services while providing his Employment Services to a Provincial Union Team, provided that:
 - (i) such products and services are reasonably expected to be worn while providing Employment Services;
 - (ii) a Player may wear boots of his choosing while providing his Playing Services to a Provincial Union Team (provided that he has given written notice to his agreed Provincial Union when requested to do so prior to Team outfitting); and
 - (iii) a Player may use Tools of the Trade of his selection (subject to this Collective Agreement);
- (c) to wear a mouthguard in the course of playing Rugby for a New Zealand Team or when contact training;
- (d) to support club rugby;
- (e) while selected for a Provincial Union Team:
 - (i) to play to the best of his ability and in accordance with the Laws of the Game, the NZRU rules and regulations and any relevant competition rules (including applicable player welfare standards);
 - (ii) to maintain any prescribed level of fitness;
 - (iii) to report promptly for and participate in all training sessions and matches as required;
 - (iv) to have a current passport and be eligible to travel overseas and back to New Zealand with that 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 that Team;
- (f) not to make any comment to the media contrary to the best interests of the NZRU, Provincial Unions, Sponsors, Broadcasters or Rugby;
- (g) not to act contrary to the best interests of the NZRU, Provincial Unions or Rugby;
- (h) to comply with all applicable World Rugby rules and regulations;
- (i) to comply with all reasonable directions of the NZRU, or the Provincial Union acting on its behalf (subject to this Collective Agreement); and
- (j) to work closely with the NZRU to manage the transition from the playing environment of one New Zealand Team to another in the best interests of the Player, the NZRU and Provincial Unions;
- (k) and hereby consents to provide access to the NZRU (or a Provincial Union acting on behalf of the NZRU) and the RPC to medical information (including injury history) relating to the Player for purposes related to employment including medical and scientific research, new contract medical assessments and selection to a Premier Competition Team;
- (l) and hereby consents to provide access to use individual player information for medical and scientific research purposes as outlined in Appendix 14.

69.2 By becoming a party to a Playing Contract with a Player, the Provincial Union (on behalf of the NZRU) agrees:

- (a) to pay the Player in accordance with his Playing Contract;
- (b) to provide the Player all equipment, services, and access to all facilities which are reasonably required by the Player to train for or play Rugby for any applicable Provincial Union Team;
- (c) to arrange, and meet any expenses associated with, any travel and accommodation necessary for the Player in the provision of his Employment Services. The Parties acknowledge and agree that the NZRU Travel Policy for domestic competitions shall apply to Players and the NZRU may arrange for Players to travel to and from games by bus, up to a maximum of six hours each way provided that any one way travel between four – six hours must be approved by the RPC (such approval not to be unreasonably withheld;
- (d) to act towards the Player in good faith, and to treat him fairly and reasonably in all aspects of his employment;

- (e) to work closely with individual Players to manage the transition from the playing environment of one New Zealand Team to another in the best interests of the Player, the NZRU and Provincial Unions; and
- (f) not to withdraw the Player from club rugby until two weeks prior to the first match in the Premier Competition in each Contract Year, unless an earlier withdrawal from club rugby is justified reasonably on medical grounds.

70. Termination of Provincial Union Contract or Provincial Union Development Contract

- 70.1 A Provincial Union Contract or Provincial Union Development Contract is regarded as terminated upon the expiry of its Term.
- 70.2 Subject to this clause, a Player may, at his option, terminate his Provincial Union Contract or Provincial Union Development Contract by giving written notice to the NZRU (including by giving it to his Provincial Union, on the NZRU's behalf) if, at any time during his Provincial Union Term (or Provincial Union Development Term), an NZ Rugby Contract to which he is a party is terminated (or if that NZ Rugby Contract expires and the Player does not enter into a subsequent NZ Rugby Contract), and provided that he may not enter into a Provincial Union Contract or Provincial Union Development Contract with a different agreed Provincial Union during the period that would otherwise be his unexpired Provincial Union Term or Provincial Union Development Term.
- 70.3 A Player whose NZ Rugby Contract expires at the end of a Contract Year and who:
- (a) does not enter into another NZ Rugby Contract; and
 - (b) remains a party to a Provincial Union Contract or Provincial Union Development Contract for the following Contract Year;
 - (c) has a right to terminate his Provincial Union Contract or Provincial Union Development Contract (as applicable), but if he wishes to do so must notify his intention to terminate by 15 April of the following Contract Year.
- 70.4 A Player who is a party to a Provincial Union Development Contract and whose Provincial Union Development Retainer is less than \$2,500 may, having afforded his existing Provincial Union an opportunity to offer him a Provincial Union Contract, terminate his Provincial Union Development Contract on four weeks' notice and enter into a Provincial Union Contract with a different Provincial Union.
- 70.5 The NZRU may terminate a Provincial Union Contract or Provincial Union Development Contract in the case of Serious Misconduct, in accordance with this Collective Agreement.
- 70.6 A Player and a Provincial Union (acting on behalf of the NZRU) may, at any time during the term of a Provincial Union Contract or Provincial Union Development Contract,

agree to terminate the Player's employment relationship on such terms as they may negotiate between themselves.

Provisions relating to Provincial Union Contracts

71. Provincial Union Contracts

71.1 A Provincial Union Contract is an employment agreement under which a Player agrees to be employed by the NZRU, and to be seconded to provide his Employment Services to a particular Provincial Union, on an exclusive basis, for the Provincial Union Term agreed.

71.2 In respect of the Premier Competition in each Contract Year, each Provincial Union must, on behalf of the NZRU, be a party to at least 26 Provincial Union Contracts. A Provincial Union Contract with a Player who was selected in the initial All Blacks squad for the Rugby Championship in the same Contract Year as the Premier Competition is excluded from this calculation (so that, depending on All Blacks selection, a Provincial Union may be required to be a party to more than 26 Provincial Union Contracts in a particular Contract Year).

71.3 The NZRU and a Player may only become parties to a Provincial Union Contract by completing and executing a document in the form annexed as Appendix 10. In this way, the NZRU and the Player must reach agreement on the Player's Provincial Union Term and, in respect of each Premier Competition during that Term, the following things:

- (a) the Player's agreed Provincial Union (to which he will be seconded by the NZRU);
- (b) the Player's Provincial Union Retainer;
- (c) the Player's Provincial Union Non Financial Benefits (if any).

The Contract must also record, in respect of each Premier Competition during the Provincial Union Term, the Player's Provincial Union Team Performance Incentives and/or Provincial Union Individual Performance Incentives (if any).

For the avoidance of doubt, the amounts or non-financial benefits agreed between a Player and the NZRU may vary between Premier Competitions within the Player's Provincial Union Term.

The NZRU (or Provincial Union acting on its behalf) and the Player may, at any time during that Player's Provincial Union Term, agree in writing to vary any of the terms of the Player's Provincial Union Contract.

71.4 A Player's Provincial Union Term must expire between 31 October and 31 December in a specified Contract Year. A Player's Provincial Union Term may expire on a date beyond the expiry of this Collective Agreement.

71.5 A Player's Provincial Union Retainer is, in relation to that individual Player, an amount of money which is paid by a Provincial Union (on behalf of the NZRU) to that Player in consideration of:

- (a) provision of his Employment Services; and
- (b) the restraint upon him preventing him from transferring to another Premier Competition Team;

and on the following basis:

- (c) the Provincial Union is obliged to make payment to the Player (on behalf of the NZRU) of his Provincial Union Retainer irrespective of:
 - (i) whether the Player is selected for the Provincial Union's Premier Competition Squad; or
 - (ii) whether he is unable to play Rugby due to suspension, illness or injury (subject to this Collective Agreement);
- (d) the Provincial Union may agree with the Player to make payment (on behalf of the NZRU) of his Provincial Union Retainer in consideration for provision of his Employment Services in a particular Premier Competition in any lump sums or instalments, provided payment of the entire amount of the Provincial Union Retainer is made by:
 - (i) the expiry of the Player's Provincial Union Term; and
 - (ii) in any event, no later than 31 December following that Premier Competition;
- (e) the minimum amount which must be paid to a Player by way of Provincial Union Retainer is \$21,000. In respect of this amount, and for the avoidance of doubt:
 - (i) any Premier Competition Incentive Payment to which the Player is entitled is not included in the calculation of his Provincial Union Retainer;
 - (ii) any contribution payment made by the Player's Home Super Rugby Club under clause 71.9 cannot be used by a Provincial Union to meet its minimum retainer obligations set out in this sub-clause; and
 - (iii) from Contract Year 2023 onwards, the following parameters apply to a Player who is under 20 years of age at either the commencement date his first Provincial Union Contract or 1 July of the Contract Year

in which his first year Provincial Union Contract comes into effect (whichever is earlier):

- A. that Player may not be paid a Provincial Union Retainer in excess of \$21,000 in the first year of his Provincial Union Contract; and
- B. \$25,000 in the second year of his being employed on Provincial Union Contract.

71.6 A Player's Provincial Union Individual Performance Incentives are, in relation to that individual Player, specified amounts of money that will be paid to him by his Provincial Union (on behalf of the NZRU), and may include match fees or win bonuses.

71.7 A Player's Provincial Union Non-Financial Benefits are, in relation to that individual Player, any benefit in kind or non-monetary benefit of employment.

71.8 In respect of each Contract Year during the Term, the maximum amount which can be paid to a Player by way of the aggregate of Provincial Union Retainer, Provincial Union Individual Performance Incentives and Provincial Union Non-Financial Benefits is \$55,000, provided that each Provincial Union may pay up to two Veteran Players up to \$85,000. A Veteran Player is a Player who has played at least one game (except where unavailable for an entire competition due to injury or at the direction of the NZRU) in the Premier Competition for the same Premier Competition Team (and/or its predecessor competition, the National Provincial Championship), in eight or more Contract Years.

71.9 A Player's Home Super Rugby Club may enter into an arrangement with a Provincial Union to pay a contribution to a Player's Provincial Union Retainer or Provincial Union Development Retainer in return for a Player agreeing not to enter into a Playing Contract with another Super Rugby Club without providing the Super Rugby Club with an opportunity to first offer a Playing Contract, provided that:

- (a) the total payments paid to the Player in the Provincial Union Contract do not exceed the levels in the previous sub-clause; and
- (b) any such payments by the Super Rugby Club do not come out of the Player Payment Pool and are not included in the calculation of the Provincial Union's Salary Cap.

Where the Player's Home Super Rugby Club makes a contribution under this clause in excess of \$5,000 in a particular Contract Year the Super Rugby Club is entitled to require the Player to assemble with its Super Rugby Team for training and development purposes for up to 10 days in that Contract Year, and subject to the exemption process in this Collective Agreement. For the avoidance of doubt, the Player shall not be available for selection for the Super Rugby Club by virtue of such payments under this clause, the payments will not be paid out of the Player Payment Pool and do not count towards the Provincial Union's Salary Cap Payments.

71.10 A Player's Provincial Union Team Performance Incentives are payments made to Players, at a Provincial Union's discretion, upon the attainment by a Premier Competition Team of the goals outlined up to the maximum amounts outlined, in the following table:

Goal	Payment to Team
Home semi final	\$50,000
Away semi final	\$25,000
Home final	\$75,000
Away final	\$50,000
Winning final	\$25,000

71.11 The amounts payable under this provision are cumulative.

71.12 A Provincial Union may also pay Provincial Union Team Performance Incentives in respect of a Premier Competition Team's performance in winning or defending the Ranfurly Shield.

71.13 In each Contract Year during the Term, the NZRU will pay out of the Player Payment Pool a Premier Competition Incentive Payment to Players engaged on a Provincial Union Contract as follows:

Years of Service on a Provincial Union Contract	Payment (per annum)
1-3 (inclusive)	\$0
4	\$5,000
5+	\$7,500

provided that:

- (a) the payments in the table above are gross and not cumulative;
- (b) years of service on a Provincial Union Development Contract do not count towards the service required in the above Table;
- (c) Premier Competition Incentive Payments are not Salary Cap Payments;
- (d) Premier Competition Incentive Payments are made by the NZRU from the Player Payment Pool;

- (e) a Player's Premier Competition Incentive Payments will be made by the NZRU, via a Player's Agreed Provincial Union, in one instalment, at the end of the Premier Competition; and
- (f) Players who are party to an NZ Rugby Contract, NZ Rugby Draft Contract or an NZRU Sevens Contract are not eligible to receive a Premier Competition Incentive Payment pursuant to this clause 71.13.

Provisions relating to Provincial Union Development Contracts

72. Provincial Union Development Contracts

72.1 A Provincial Union Development Contract is an agreement under which a Player agrees with the NZRU to be seconded to, and to provide his Employment Services to, a particular Provincial Union, on an exclusive basis, for a fixed term period of at least one week, and no more than two years. A Provincial Union Development Contract is used by the NZRU for the purpose of retaining a Player:

- (a) who has shown development potential, and who may provide benefit by (and derive benefit from) training with other Players (particularly those who have been selected in a Premier Competition Squad); and
- (b) who may be called upon to play Rugby in the Premier Competition on a temporary basis because of the unavailability of another Player.

72.2 The NZRU and a Player may only become parties to a Provincial Union Development Contract by completing and executing a document in the form annexed as Appendix 12. In this way, the NZRU, or a Provincial Union acting on behalf of the NZRU, and the Player must:

- (a) determine the Player's agreed Provincial Union (to which he will be seconded by the NZRU for the Provincial Union Development Term);
- (b) reach agreement on the Player's Provincial Union Development Term and the Player's Provincial Union Development Retainer;
- (c) record the Provincial Union Assembly Fees to which he may become entitled by virtue of being required to assemble with his Provincial Union's Premier Competition Team; and
- (d) record the Provincial Union Training Fees to which he may become entitled by virtue of being required to train with his Provincial Union's Premier Competition Team.

The NZRU (or Provincial Union acting on its behalf) and the Player may, at any time during that Player's Provincial Union Development Term, agree in writing to vary any of the terms of the Player's Provincial Union Development Contract.

72.3 There is no limit on the number of Provincial Union Development Contracts into which a Provincial Union (acting on behalf of the NZRU) may enter.

72.4 A Player's Provincial Union Development Term must expire between 31 October and 31 December in a specified Contract Year and may be for a maximum of two years. A Player's Provincial Union Development Term may expire on a date beyond the expiry of this Collective Agreement.

72.5 A Player's Provincial Union Development Retainer is, in relation to that individual Player, an amount of money which is paid by a Provincial Union (on behalf of the NZRU) to the Player in consideration of:

- (a) provision of his Employment Services; and
- (b) the right given by him to his agreed Provincial Union allowing it a first right to enter into a Provincial Union Contract with him;

during his Provincial Union Development Term and on the following basis:

- (c) the Provincial Union is obliged to make payment to the Player of his Provincial Union Development Retainer irrespective of:
 - (i) whether the Player is selected for any particular Team; or
 - (ii) whether he is unable to play Rugby due to suspension, illness or injury (subject to this Collective Agreement); and
- (d) the Provincial Union must pay Provincial Union Development Retainers and Provincial Union Training Fees or Provincial Union Assembly Fees fortnightly unless agreed otherwise with the Player, provided always that payment of the entire amount of the Provincial Union Development Retainer and Provincial Union and Training Fees and Provincial Union Assembly Fees is made by the expiry of the Player's Provincial Union Development Term.

There is no minimum level of Provincial Union Development Retainer.

72.6 A Player's Provincial Union Assembly Fees are at least \$1,250 per week exclusive of the Player's Provincial Union Development Retainer; and paid to any Player who:

- (a) is a party to a Provincial Union Development Contract; and
- (b) has been selected to assemble with, and provide Employment Services to, his agreed Provincial Union's Premier Competition Team;

and which are paid by the Provincial Union to that Player in consideration of provision of his Employment Services on the following basis:

- (c) Provincial Union Assembly Fees are specified as weekly amounts and are payable to a Player in respect of any week (or part week, on a pro-rata basis,

with a minimum payment of one week for each assembly) during which he is assembled during the In-Season to provide his Employment Services. For the avoidance of doubt, a Player does not receive a Provincial Union Assembly Fee where he is assembled for any pre-season training or playing obligations outside the hours of 8.30am to 5pm in the In-Season up until the notification of Premier Competition Squad to the NZRU;

- (d) Provincial Union Assembly Fees must be paid fortnightly;
- (e) a Provincial Union is obliged to make payment to the Player of his Provincial Union Assembly Fees irrespective of:
 - (i) whether or not the Player plays Rugby in a Premier Competition game; and
 - (ii) whether he is unable to play Rugby due to suspension, illness or injury (subject to this Collective Agreement) provided that he remains selected to the Premier Competition Team;
- (f) Provincial Union Assembly Fees are not payable for one-off voluntary assembly as set out in clause 72.8;
- (g) no Provincial Union Assembly Fees are payable if the assembly is subject to an exemption having been granted pursuant to the Collective Agreement.

Any Provincial Union Assembly Fee payments are inclusive of the Player's 8% entitlement to holiday pay under the Holidays Act 2003 (or any subsequent legislation).

In the event that a Player who is party to a Provincial Union Development Contract is called into a Provincial Union's Premier Competition Squad to provide his Employment Services within the hours of 8.30am to 5pm, at any time within four weeks prior to the beginning of the Premier Competition in any Contract Year, the Provincial Union concerned shall in accordance with the agreed form, notify the NZRU and the RPC prior to the Player's assembly.

- 72.7 As an alternative to the provisions in clause 72.6, a Provincial Union may assemble a Player who is party to a Provincial Union Development Contract for development purposes to train within the hours of 8.30am to 5pm (including playing in trials and pre-season games but excluding promotional activities and Premier Competition games) for up to ten days during the period of the In-Season (and not more than three days in a row) and pay him Provincial Union Training Fees.
- 72.8 A Player's Provincial Union Training Fees are at least \$150 per day exclusive of the Player's Provincial Union Development Retainer. They are paid by the Provincial Union to that Player on the following basis:
 - (a) Provincial Union Training Fees must be paid fortnightly (and in any event, in the month following the period in which they were earned);

- (b) Provincial Union Training Fees for training outside the hours of 8.30am – 5pm only apply once the In-Season has commenced;
- (c) one-off voluntary assembly during the In-Season does not attract Provincial Union Training Fees;
- (d) no Provincial Union Training Fees are payable in the event that an exemption is granted pursuant to this Collective Agreement;
- (e) Provincial Unions must notify by completing the agreed form both the NZRU and the RPC in advance of assembling a Player with the intent of paying him Provincial Union Training Fees. If notification does not occur in advance of assembly, the Player will be eligible to receive Provincial Union Assembly Fees (subject to sub-clauses (c) and (d) above);
- (f) Nothing in this clause precludes an individual choosing to train on an individual basis inside the hours of 8.30am to 5pm without the application of any payment.

72.9 In addition to the assembly provisions above, in Contract Years 2022 and 2023:

- (a) A Player may agree to assemble as part of a Provincial Union's Academy or Development Program on a voluntary basis, with no Provincial Union Assembly Fees payable, up to a maximum of 8 hours (Hours) per week (Monday to Sunday). The Hours are available to be utilised between 8:30am - 5pm and are to be used across any weekday or as one day subject to 71.9(b). The minimum assembly is one hour with assembly beyond this rounded up to the next half hour thereafter.
- (b) Prior to a Player assembling to carry out his Hours, the Player, their Provincial Union Academy Manager, and the Provincial Union Personal Development Manager must have agreed the Player's Assembly Plan that reflects their commitments including personal development, study and work, throughout each week.
- (c) The Assembly Plan should provision fortnightly meetings (on average) between the Player and the respective Provincial Union Personal Development Manager to advance the Player's Personal Development Plan. The Provincial Union shall make the completed and signed Assembly Plans available for inspection by the NZRU and RPC upon request.
- (d) The Hours are to be used in the **Pre-Season** (as defined in clause 75.1(a)) purely for the purpose of rugby development, and Personal Development (with an expectation that the Assembly Plan will provide for Personal Development when hours are utilised), but not for preparation for or playing of matches.
- (e) Provincial Union Training Fees and Provincial Union Assembly fees apply for In-Season (as defined in clause 76.1(b)) in accordance with the Collective Agreement.

- (f) Any Player found to be assembling in breach of this clause 72.9 will be entitled to receive \$1,250 for each week in which the Player was assembled, payable by the Provincial Union the Player was assembled with. The Provincial Union may also be subject to the breach provisions within the Collective Agreement.

72.10 The parties acknowledge their mutual interest and desire in allowing a Player to undertake meaningful work and/or study outside of Rugby, and with that in mind agree to reasonable limitations upon the obligations required under a Provincial Union Development Contract. The following provisions apply to the relationship between a Provincial Union and a Player who is a party to a Provincial Union Development Contract:

- (a) the Provincial Union may not schedule any obligations (including playing, training, classroom activity and promotional activity) for the Player between the hours of 8.30am and 5:00pm during the working week. It is acknowledged, however, that individual Players may choose to undertake their own training during these hours;
- (b) the Player may have no more than a total of 12 hours of obligations in each working week (being between Monday and Friday) excluding club and school rugby;
- (c) the Player may have no more than a total of 20 hours of obligations in each week (being between Monday and Sunday) excluding club and school rugby.

For the avoidance of doubt, these provisions do not apply where a Player has been selected to provide Employment Services to his agreed Provincial Union's Premier Competition Team (for the period that he is assembled with that Premier Competition Team and is receiving payment of Provincial Union Assembly Fees or Provincial Union Training Fees).

72.11 In this clause a Player is assembled where a coach or other member of Team management requests or selects the Player to participate in:

- (a) any Team training or playing obligations; or
- (b) any Team promotional obligations

and provided that a Player is not assembled who is invited, on a one-off and voluntary basis, to attend a Team training purely to assist in providing opposition for training purposes.

72.12 The preceding obligations can be varied by agreement in writing between the NZRU (or a Super Rugby Club or Provincial Union acting on its behalf), and the RPC where the Provincial Union can demonstrate that the Player's ability to work and study is not compromised. In the first instance a Provincial Union may make an application to the NZRU High Performance Player Development Manager who will then consult with the RPC.

- 72.13 It is an employment obligation for Players covered by this clause to engage in meaningful work (including paid and unpaid work) and / or study that is consistent with the objectives of the Personal Development Programme.
- 72.14 A Player may only be assembled or attend a training session in accordance with the provisions of this Collective Agreement. The RPC may notify the NZRU of an alleged breach by a Provincial Union of the assembly provisions in this Collective Agreement. Where such an allegation is made the NZRU will investigate, and if a breach is proven it will be treated as a breach of this Collective Agreement and the Premier Competition Regulations and the breach proceedings provisions will be applied to such breach. In addition to any sanction imposed for a breach, the player will be treated as a replacement player and the Provincial Union will pay the player the Provincial Union Assembly Fee.
- 72.15 In addition to the assembly provisions above, for the Contract Years 2022 and 2023:
- (a) A Player who is not currently contracted as part of a Super Rugby Squad and who is involved in a Super Rugby Development or Super Rugby U20 programme may agree to assemble with a Super Rugby Team on a voluntary basis, with no assembly fees payable, up to a maximum of six days (Monday to Sunday) during the period from the first Monday of the second Super Rugby working week in January to 31 March of the same contract year (Days). A Player's Days cannot be used for more than two days in a week, or four days in a row across two weeks. For the avoidance of doubt, a player cannot assemble for a Thursday and Friday of one week then a Monday and Tuesday of the following week.
 - (b) Prior to a Player being assembled with a Super Rugby Team, the Player, the Player's Provincial Union Academy Manager and the Player's Provincial Union Personal Development Manager must have agreed an Assembly Plan with the Player's agreed Super Rugby Team for that Player that reflects their commitments including personal development, study and work, throughout each week.
 - (c) The Days are to be used for the purpose of rugby development (technical, tactical and physical) and may be utilised for preparation for matches (if any).
 - (d) A copy of the Player's Assembly Plan must be signed by the Player, Provincial Union Personal Development Manager, Provincial Union and Super Rugby Team and the signed Assembly Plan will be made available for inspection by the NZRU and RPC upon request.
 - (e) The Super Rugby Club will submit their Players' Assembly Plan application to the NZRU and the RPC for their approval one month prior to the first day of the proposed assembly or such shorter period as the parties agree.
 - (f) Any Player found to be assembling in breach of the above will be entitled to receive \$1,800 for each week in which the Player was assembled, payable by the Super Rugby Club the Player was assembled with, to be paid from

funds outside of the Player Payment Pool. The Super Rugby Club may also be subject to the breach provisions within the Collective Agreement.

73. Treatment of Provincial Union Development Contract Retainer where Player becomes party to Provincial Union Contract

- 73.1 Where a Player and a Provincial Union are parties to a Provincial Union Development Contract and during the Player's Provincial Union Development Term the Provincial Union wishes to enter into a Provincial Union Contract with that Player, any Provincial Union Development Retainer Payments and Provincial Union Assembly Fees or Training Fees which have been made to the Player in that Contract Year may be taken into account in the calculation of the minimum Provincial Union Retainer Payment to be paid to the Player in that Contract Year.

Super Rugby Club or Provincial Union Academies or Development Programmes

- 73.2 The parties acknowledge their mutual interest and desire in allowing a Player to undertake meaningful work and/or study outside of Rugby, and with that in mind agree to reasonable limitations upon the obligations required of Players who are members of a Super Rugby Club or Provincial Union academy or other development programme, in keeping with sub-clauses 72.12, 72.13 and 72.14 above.

Provisions relating to Premier Competition

74. Premier Competition Squads

- 74.1 At least 10 days prior to the commencement of the Premier Competition in each Contract Year, each Provincial Union must select a group of Players to provide Employment Services for its Premier Competition Team by providing a written list of those Players to the NZRU. The group of Players selected in this way is that Provincial Union's Premier Competition Squad.
- 74.2 Each Provincial Union's Premier Competition Squad must include:
- (a) all Players with whom the Provincial Union is a party to a Provincial Union Contract who in Contract Year 2022 were selected in the initial All Blacks squad for the Rugby Championship in the same Contract Year as the Premier Competition and in Contract Year 2023 were selected in the Rugby World Cup Squad; and
 - (b) at least 26 other Players with whom the Provincial Union is a party to a Provincial Union Contract.

The NZRU will make a payment equal to the Player's Provincial Union Retainer up to a maximum of \$55,000 to a Provincial Union in respect of each Player described in sub-clause (a) above. If a Player covered by this provision is paid less than \$55,000 by way of Provincial Union Retainer, the difference between that amount and the \$55,000 paid shall be paid to the Player by the NZRU.

- 74.3 Where a Player is injured and unavailable for selection in the initial All Blacks squad for either, in Contract Year 2022 the Rugby Championship, or in Contract Year 2023 the Rugby World Cup Squad, and that Player:
- (a) is entitled to receive All Blacks Selection Fees in respect of the Rugby Championship or Rugby World Cup pursuant to clause 59.14(b)(v) of this Collective Agreement; and
 - (b) was selected in the initial All Blacks squads for both the Rugby Championship and the End of Year Tour in the immediately preceding Contract Year i.e. Contract Year 2021 (or otherwise was a Rested Player, or received All Blacks Selection Fees pursuant to clause 59.14(b)(v) of this Collective Agreement, in respect of that End of Year Tour);
 - (c) the NZRU will make a payment equal to the Player's Provincial Union Retainer up to a maximum of \$55,000 to a Provincial Union in respect of each Player described in sub-clause (a) above. If a Player covered by this provision is paid less than \$55,000 by way of Provincial Union Retainer, the difference between that amount and the \$55,000 paid shall be paid to the Player by the NZRU.
- 74.4 Where a Player plays more than one match in the Premier Competition for a Provincial Union, the NZRU will reduce the payment under clause 74.3 by 10% of the Player's Provincial Union Retainer up to a maximum of \$5,500 for the second and each subsequent match played up to a maximum of \$55,000, provided the savings are returned to the Player Payment Pool. These additional costs to the Provincial Union will not count towards that Provincial Union's Salary Cap Payments or affect the level of Salary Cap discount of that Player.
- 74.5 Where a Player is called into the All Blacks squad for part of the Rugby Championship or Rugby World Cup as a replacement Player the NZRU will pay the Provincial Union 10% of the Player's Provincial Union Retainer up to a maximum of \$5,500 for each match in that year's Premier Competition missed by that Player, up to a maximum of ten matches, provided that the total amount paid to a Provincial Union pursuant to this clause and clause 74.5 is no greater than \$55,000.
- 74.6 Any such period of assembly will be treated as if it was an injury for the purposes of calculating that Provincial Union's Salary Cap Payments.
- 74.7 Where a Player is employed on a Provincial Union Contract and is called into a training camp or other commitment for the All Blacks Sevens which makes him unavailable to play or train for his Provincial Union Team, the NZRU will reimburse the Provincial Union out of the Player Payment Pool 10% of that Player's Provincial Union Retainer for each Match during the Domestic Competition that the Player is unavailable for.

74.8 A Provincial Union must advise a Player with whom the Provincial Union is a party to a Provincial Union Contract as early as reasonably possible if he is not likely to be selected in its Premier Competition Squad. The Provincial Union will consider and, if reasonably possible (taking into account its own squad requirements), not prevent the Player entering into any Loan arrangement.

74.9 A Provincial Union may only select a Player in its Premier Competition Squad if:

- (a) the Player is a party to (or will become a party to) a Provincial Union Contract with the NZRU under which that Provincial Union is the Player's agreed Provincial Union; or
- (b) the Provincial Union is a Borrowing Provincial Union which is a party to a Loan arrangement with the Player (and his Lending Provincial Union).

For the avoidance of doubt, a Provincial Union may use the Employment Services of a Player who is party to a Provincial Union Development Contract on a temporary basis (particularly in the case of illness or injury) and may add such Players to its Premier Competition Squad in this way.

74.10 A Player who is a party to a Provincial Union Contract or a Provincial Union Development Contract, and who was employed on either an NZ Rugby Contract, or an NZ Rugby Draft Contract in Contract Year 2022 or Contract Year 2023 is entitled to receive a Premier Competition Incentive Payment from the NZRU for that Contract Year on the following basis provided that he is not unavailable for Premier Competition fixtures for reasons other than genuine injury or illness (or unless otherwise approved by NZR):

- (a) where that Player has been employed on an NZ Rugby Contract, or NZ Rugby Draft Contract:
 - (i) in up to two different Contract Years, the Player's Premier Competition Incentive Payment will be \$5,000;
 - (ii) in three or four different Contract Years, the Player's Premier Competition Incentive Payment will be \$12,500; and
 - (iii) in five or more different Contract Years, the Player's Premier Competition Incentive Payment will be \$35,000;
- (b) Premier Competition Incentive Payments are gross and not cumulative;
- (c) Premier Competition Incentive Payments are not Salary Cap Payments;
- (d) Premier Competition Incentive Payments are made by the NZRU from the Player Payment Pool;
- (e) a Player's Premier Competition Incentive Payments will be made by the NZRU, in one instalment, at the end of the Premier Competition; and

- (f) For the avoidance of doubt, Players who have been selected to the most recent All Blacks Team are entitled to receive a Premier Competition Incentive Payment (provided they otherwise qualify under this clause).

75. Transfer

- 75.1 In this Collective Agreement, Transfer is the process by which a Player alters his agreed Provincial Union.
- 75.2 A Player who is a party to a Provincial Union Contract (or Provincial Union Development Contract) may, in accordance with this Collective Agreement, Transfer following the expiry of that Player's Provincial Union Term (or Provincial Union Development Term, as the case may be) or earlier termination.
- 75.3 Any provision or regulation (other than in this Collective Agreement) purporting to place any condition or restraint upon a Player in the way in which he may Transfer between Provincial Unions for the purpose of playing in the Premier Competition is invalid.
- 75.4 For the avoidance of doubt, a Player is not in breach of any employment obligation by entering into discussions during his Provincial Union Term or Provincial Union Development Term concerning employment arrangements which are proposed for a period after the expiry of that Term.
- 75.5 For the avoidance of doubt, a provincial union which is not listed in Appendix 1 to this Collective Agreement may be entitled to a transfer fee from a Provincial Union in respect of the Transfer of a Player from it to that Provincial Union.
- 75.6 A Player may enter into an agreement to Transfer between 1 October in a particular Contract Year and a date two weeks before the commencement date of the Domestic Competition in that year. For the avoidance of doubt a Player may Transfer once only during each such period. If a Transfer is agreed in writing and notified to the NZRU prior to the Super Rugby Eligibility Date (even if it is to take effect at a later date in that Transfer period), the Player's new agreed Provincial Union will be taken into account for the purpose of determining his Home Super Rugby Club for the following Super Rugby Selection Process.
- 75.7 There is no restriction upon the number of Players that may Transfer from, or to, any Provincial Union.
- 75.8 A Player who is not a party to a Provincial Union Contract or Provincial Union Development Contract may enter into a Provincial Union Contract or a Provincial Union Development Contract at any time.

76. Loan

- 76.1 A Player who is a party to a Provincial Union Contract or a Provincial Union Development Contract may agree with his agreed Provincial Union (in this clause, the

Lending Provincial Union) to be seconded to another Provincial Union (in this clause, the Borrowing Provincial Union) for the purpose of providing his Employment Services to the Borrowing Provincial Union's Team in the Premier Competition. Such secondment is referred to as a Loan arrangement, and such Player is referred to as a Loan Player.

76.2 The terms of any Loan arrangement:

- (a) must be recorded in writing;
- (b) must not be inconsistent with any provision in this Collective Agreement; and
- (c) must be signed by the Lending Provincial Union, the Borrowing Provincial Union and the Player prior to the Player playing for the Borrowing Provincial Union's Premier Competition Team.

76.3 A Loan arrangement must be for a specified term, which may not exceed the Player's Provincial Union Term or Provincial Union Development Term (as the case may be).

76.4 A Loan arrangement may be terminated during its term on any conditions recorded in the Loan arrangement.

76.5 The following provisions apply to Loan arrangements:

- (a) for front row players, no Loan arrangement may be entered into after the conclusion of the Borrowing Provincial Union's tenth match in the Premier Competition in a Contract Year;
- (b) for a player other than a front row player, no Loan arrangement may be entered into after the conclusion of the Borrowing Provincial Union's fifth match in the Premier Competition in any Contract Year;
- (c) in the event that a front row player is injured in the 10th game, or a quarter-final, or a semi-final, a Loan arrangement may be entered into to replace the injured front row player to allow that Loan Player to play in the quarter-final and/or semi-final and/or final, provided that the Provincial Union proves to the satisfaction of the NZRU that an additional front row Loan Player is necessary. Such decision will be at the sole discretion of the NZRU and will only be granted in exceptional circumstances where, for example, the ability of the Provincial Union to name a Playing 23 which can safely compete in the match is compromised by injuries to otherwise eligible players in that position; and
- (d) there is no limit upon the number of Players which a Provincial Union may lend or borrow, but the starting 23 of any Team in the Premier Competition may not include more than six Loan Players,

provided that the NZRU may amend these provisions by agreement with the RPC (such agreement not to be unreasonably withheld).

- 76.6 A Loan arrangement may not place any constraint upon the way in which a Player will provide his Employment Services to the Borrowing Provincial Union (for example, by requiring him not to play against the Lending Provincial Union's Premier Competition Team).
- 76.7 During the period of a Loan arrangement:
- (a) the Lending Provincial Union may agree with the Player to continue to make payments to him irrespective of the Loan arrangement;
 - (b) the Borrowing Provincial Union is liable to:
 - (i) pay any remaining amounts not paid by the Lending Provincial Union, and to provide all benefits (including reimbursement of relocation expenses as outlined in this clause), to which the Player is entitled under this Collective Agreement;
 - (ii) pay all amounts and provide all benefits agreed in the Loan arrangement; and
 - (iii) ensure that, if the Player is named in the Borrowing Provincial Union's Premier Competition Squad, the total of all payments to the Player in that Contract Year equals or exceeds \$21,000. For the avoidance of doubt this provision does not apply to replacement Players.
- 76.8 In the event that a Loan Player is required to relocate from his usual home as a consequence of a Loan arrangement the Borrowing Provincial Union will meet the Player's actual and reasonable costs (approved in writing by the Borrowing Provincial Union in advance of being incurred) of:
- (a) up to \$1,500 for relocation and travel (including up to three return trips to the Player's home); and
 - (b) up to:
 - (i) \$250 per week for single Players; and
 - (ii) up to \$500 per week for Players relocating with their family;
 - A. for reasonable costs of rental accommodation and associated utilities (excluding telephone and food).
- 76.9 Nothing in this Collective Agreement requires a Player to agree to enter into a Loan arrangement.

77. Premier Competition Season Structure

- 77.1 The provision of a Player's obligations in connection with a Premier Competition Team (or any associated wider training squad) is structured as follows:

- (a) **Pre-Season** – running from the end of the Player’s Leave through until four weeks prior to the commencement of the Premier Competition. During the Pre-Season a Player may be required to undertake an individual training programme (in the Player’s own time) and may be required to assemble with a Team or otherwise to provide Employment Services, but only outside of usual working hours of 8:30am to 5:00pm (with the exception of any Premier Competition Team matches or assembly for other Provincial Union representative teams – e.g. the Provincial Sevens Team or, for Players on a Provincial Union Contract, for Promotional Activities where an exemption has been granted). The preceding time constraints can be varied by agreement in writing between the NZRU (or Provincial Union acting on its behalf), and the RPC where the Provincial Union can demonstrate that the Player’s ability to work and study is not compromised. In the first instance a Provincial Union may make an application to the NZRU High Performance Player Development Manager who will then consult with the RPC.
- (b) **In-Season** – running from the Monday of the week which is four weeks prior to the commencement of the Premier Competition until one week following the last Competition game in the Premier Competition in each Contract Year, a Player is required to provide his Employment Services on a full-time basis.
- (c) **Leave** – running from the Thursday following the last competition game in the Premier Competition in each Contract Year the Player is (subject to this Collective Agreement) on Leave until the commencement of the next Pre-Season. During a period of Leave a Player may be required to undertake an individual training programme (in the Player’s own time) but may not be required to assemble with a Team or otherwise to provide Employment Services.

Inter-relationship between NZ Rugby and Provincial Union Contracting Arrangements

78. Paramountcy given to NZRU Team

78.1 This clause applies to a Player who is:

- (a) a party to an NZ Rugby Contract, NZ Rugby Interim Contract, NZ Rugby National Development Contract, NZRU Sevens Contract or NZ Rugby Draft Contract; and, simultaneously;
- (b) a party to a Provincial Union Contract or Provincial Union Development Contract.

78.2 Such a Player may, at any time be selected by the NZRU to an NZRU Team. In the event of such selection, the Player may provide his Employment Services to the NZRU Team without being in breach of any obligation owed under his Provincial Union

Contract or Provincial Union Development Contract. For the avoidance of doubt, in such situation the Player is entitled to continue to receive payment of his Provincial Union Retainer or Provincial Union Development Retainer (as the case may be).

Provincial Union Salary Cap

79. Purpose

- 79.1 The purpose of this sub-Part is to provide for the regulation of certain payments to be made to Players by Provincial Unions on behalf of the NZRU.
- 79.2 The NZRU will, in consultation with the RPC, develop NZRU Salary Cap Regulations, which will not be inconsistent with this Collective Agreement and will assist in the management of the Provincial Union Salary Cap.

80. Interpretation

- 80.1 For the purpose of this sub-Part, payments made, and benefits extended, by a Provincial Union on behalf of the NZRU are deemed to have been made by that Provincial Union.
- 80.2 Salary Cap Payments means, in relation to a particular Provincial Union, the aggregate of the following in a particular Contract Year during the Term:

- (a) Salary Cap Remuneration Payments made by the Provincial Union; and
- (b) Salary Cap Non-Financial Benefits provided by the Provincial Union;

and provided that for the purpose of calculating this aggregate:

- (c) any payments made, or benefits provided, directly or indirectly, to a Player (or a third party on behalf of the Player), by a Provincial Union (or third party) for the provision of his Employment Services, where the total of all payments and value of benefits in Contract Year 2022 are less than \$9,500, and in Contract Years 2023 and 2024 are less than \$2,500, shall not be taken into account;
- (d) in the case of any Player who was selected in the Initial Squad for the All Blacks competing in the Rugby Championship during the Contract Year of the Salary Cap Pre-Audit Date, any Salary Cap Remuneration Payments made and the value of any Salary Cap Non-Financial Benefits provided to that Player will be discounted by 90%;
- (e) the term apportionment (as applied in this clause) means a pro rata allocation of total Salary Cap Payments made to a Player in a Contract Year,

based on the total number of games played by a Provincial Union's Premier Competition Team in the Premier Competition.

80.3 Salary Cap Remuneration Payments means, in relation to a particular Provincial Union, the aggregate of the following payments made by that Provincial Union (or a third party) to Players (or to a third party on behalf of a Player) in a particular Contract Year during the Term:

- (a) Provincial Union Retainers;
- (b) Provincial Union Development Retainers;
- (c) Provincial Union Individual Performance Incentives;
- (d) Provincial Union Assembly Fees;
- (e) Provincial Union Training Fees;
- (f) 35 per cent of the fair value remuneration received by a Player pursuant to a genuine agreement (other than a Provincial Union Contract or Provincial Union Development Contract or genuine employment agreement);
- (g) where the Provincial Union is a Borrowing Provincial Union, an apportionment of the Loan Player's Salary Cap Remuneration Payments (irrespective of whether the Borrowing Provincial Union is obliged to make such payments); and
- (h) any other payments made, directly or indirectly, in consideration of the provision of a Player's Employment Services.

For the avoidance of doubt, Salary Cap Remuneration Payments do not include:

- (i) Provincial Union Team Performance Incentives (provided that any payments in excess of the maximum amounts in this Collective Agreement are included);
- (j) any payments which a Provincial Union is required to make under this Collective Agreement in respect of a Player's costs of relocation, travel and accommodation;
- (k) any payment made in settlement of an Employment Relationship Problem (provided that its terms are recorded in an agreement signed by a Mediator of the Department of Labour) or made otherwise as required by law;
- (l) an apportionment of a Player's Salary Cap Remuneration Payments payable to a Player, where that Player has been prevented, because of injury or illness, from playing for a Provincial Union for a period in which its Premier Competition Team has played three or more consecutive matches in the Premier Competition (such apportionment to be based on the period of the injury);

- (m) where the Provincial Union is a Lending Provincial Union, an apportionment of the Loan Player's Salary Cap Remuneration Payments (irrespective of whether the Lending Provincial Union is obliged to make such payments);
- (n) 65 percent of the fair value remuneration received by a Player pursuant to a genuine agreement (other than a Provincial Union Contract or a Provincial Union Development Contract or genuine employment agreement);
- (o) fair value remuneration received by a Player pursuant to a genuine employment agreement (other than a Provincial Union Contract or a Provincial Union Development Contract);
- (p) payments made by a Super Rugby Club pursuant to clause 71.9; and
- (q) Premier Competition Incentive Payments.

80.4 Salary Cap Non-Financial Benefits means, in relation to a particular Provincial Union, the aggregate of any non-financial benefits (including Provincial Union Non-Financial Benefits) provided, directly or indirectly, to Players (or to a third party on behalf of a Player) by that Provincial Union (or a third party) in a particular Contract Year during the Term, in consideration of the provision of a Player's Employment Services, assessed on the NZRU Valuation Policy (which must be reasonable, and notified to the RPC).

80.5 The Salary Cap Pre-Audit Date is a date following the conclusion of the Super Rugby Competition and prior to the commencement of the Premier Competition in the Contract Year during the Term.

80.6 The Salary Cap Final Audit Date is 31 December in the Contract Year during the Term.

81. Provincial Union Commercial Revenue

81.1 The NZRU must calculate, by the Salary Cap Pre-Audit Date in each Contract Year, each Provincial Union's Provincial Union Commercial Revenue for the Contract Year two Contract Years prior to the current Contract Year.

81.2 A **Provincial Union's Commercial Revenue** is the aggregate annual consolidated revenue of a Provincial Union and its subsidiaries and any related entities (as confirmed in audited financial statements for each financial year), less any revenue received from gaming or community trusts and any funding received from the NZRU that is tagged for community rugby expenditure on a specific activity or service (in 2022 known as the Variable Incentive Funding) as confirmed in audited financial statements for each financial year.

82. Salary Cap Level

82.1 The parties have agreed a salary cap level to apply for each of the three Contract Years within the Term. A Provincial Union's Salary Cap Payments shall not exceed the lesser of:

(a) a figure representing 36% of that Provincial Union's Provincial Union Commercial Revenue for the Contract Year two Contract Years prior to the current Contract Year; and

(i) For Contract Year 2022 - \$1,100,000; and

(ii) For Contract Year 2023 - \$1,100,000; and

(iii) For Contract Year 2024 - \$1,100,000.

82.2 A Provincial Union whose salary cap for any Contract Year is determined by the level of its Provincial Union Commercial Revenue (for the Contract Year two Contract Years prior to the current Contract Year) can apply to the NZRU and the RPC by no later than 1 June in any Contract Year to have its salary cap increased up to the fixed maximum for that Contract Year, in accordance with the following provisions:

(a) the Provincial Union must establish that its Provincial Union Commercial Revenue is reasonably expected to increase in the current Contract Year;

(b) in assessing whether, and by how much, to increase that Provincial Union's salary cap level, the determining factors are:

(i) new secured commercial revenue streams or commercial contracts in relation to the future; combined with

(ii) Provincial Union Commercial Revenue for the Contract Year immediately prior to the current Contract Year;

(c) any decision to increase a Provincial Union's salary cap level must be agreed between the NZRU and the RPC, and in the event that agreement cannot be reached an arbitrator will be appointed and asked to make a binding decision.

82.3 A Provincial Union's Salary Cap Payments in a particular Contract Year must not exceed the level of their salary cap for that specified Contract Year.

82.4 A Provincial Union's minimum spend on Salary Cap Payments is governed by the size of its Premier Competition Squad and adherence to the prescribed minimum amounts for Provincial Union Retainer payments.

82.5 The NZRU has provided financial information, including forecasts, relevant to the assessment of the figures in this clause. The NZRU undertakes that this financial information is accurate and its calculations and forecasts were prepared in good faith.

83. Compliance Obligation

- 83.1 A Provincial Union may not make Salary Cap Remuneration Payments, or extend Salary Cap Non-Financial Benefits, other than agreed in a Provincial Union Contract or a Provincial Union Development Contract or Loan arrangement under this Collective Agreement. This requirement constitutes, in respect of a particular Provincial Union, that Provincial Union's Compliance Obligation.

84. Salary Cap Assessment

- 84.1 As soon as practical following the Salary Cap Pre-Audit Date in each Contract Year during the Term the NZRU will provide the RPC with a statement which in respect of each Provincial Union:
- (a) confirms the amount, make-up and calculation of all Salary Cap Payments that the Provincial Union is obliged to make or extend in the then current Contract Year; and
 - (b) confirms that Provincial Union's calculation of its Salary Cap Payments forecast for the then current Contract Year.
- 84.2 As soon as practical following the Salary Cap Final Audit Date in each Contract Year during the Term the NZRU will provide the RPC with a statement which in respect of each Provincial Union confirms the amount, make-up and calculation of all Salary Cap Payments that the Provincial Union made or extended in that Contract Year.
- 84.3 Information received by the RPC subject to this clause is confidential.

85. Salary Cap Audit

- 85.1 In order to satisfy itself:
- (a) of the accuracy of the information provided to it by a Provincial Union the NZRU may conduct an audit of any Provincial Union at any time;
 - (b) that a Provincial Union has not breached, or is unlikely to breach, its obligations under this sub-Part in a particular Contract Year the NZRU may conduct an audit of any Provincial Union at any time.
- 85.2 Any audit conducted under this clause may not breach the privacy and confidentiality provisions under this Collective Agreement (or otherwise owed under law).
- 85.3 For the purpose of any audit under this clause, the NZRU's auditors may have access to (amongst other things):
- (a) any Provincial Union Contract and Provincial Union Development Contract (together with any agreement varying any such Playing Contract);

- (b) any agreement between a Player and the NZRU, a Super Rugby Club or a Provincial Union; and
- (c) any arrangement between a Player and a related entity or subsidiary of a Provincial Union (or any other third party) which, on reasonable grounds, might give rise to a breach of the Provincial Union's Compliance Obligation.

85.4 The NZRU must make available for inspection by the RPC all audit information received pursuant to this clause. Information received by the RPC subject to this clause is confidential.

86. **Penalty**

86.1 A Provincial Union which breaches any obligation owed under this sub-Part is liable to pay a financial penalty, to be calculated on a basis to be determined by the NZRU.

86.2 For the avoidance of doubt, penalties will not provide for the deduction of Premier Competition points unless a breach of any obligation owed under this sub-Part, is found to be deliberate, wilful or as a result of deceptive conduct, in which case the decision maker will consult with the NZRU and RPC but may award a deduction of points or relegation.

Part 9 – Monitoring

87. Monitoring of Collective Agreement

87.1 The RPC may monitor this Collective Agreement, particularly including the following things:

- (a) exercising the audit powers specified elsewhere in this Collective Agreement;
- (b) the NZRU will hold a copy of every:
 - (i) NZ Rugby Contract;
 - (ii) NZ Rugby Interim Contract;
 - (iii) NZ Rugby Draft Contract;
 - (iv) NZ Rugby Development Contract;
 - (v) NZRU Sevens Contract;
 - (vi) entered into pursuant to this Collective Agreement and:
 - (vii) any notice of termination of, or variation to, any such contract; andthe RPC shall be entitled to inspect all such documents pertaining to Players.
- (c) each Provincial Union will (on behalf of the NZRU) hold a copy of every:
 - (i) Provincial Union Contract;
 - (ii) Provincial Union Development Contract; and
 - (iii) Loan Arrangement;entered into pursuant to this Collective Agreement and:
 - (iv) any notice of termination of, or variation to, any such contract; and
 - (v) the RPC shall be entitled to inspect all such documents pertaining to Players.
- (d) for the purpose of satisfying itself as to the validity of all actions taken concerning the arrangement of the Super Rugby Competition, to receive notification of:

- (i) as at the Super Rugby Squad Confirmation Date a list of all Players who are parties to NZ Rugby Contracts and NZ Rugby Draft Contracts, specifying their Agreed Super Rugby Clubs.
- (e) for the purpose of satisfying itself as to the validity of all actions taken concerning the arrangement of the Premier Competition, to receive notification of Premier Competition Squads;
- (f) any documents in the NZRVC's possession that relate to its obligations under this Collective Agreement.

88. RPC's Right to inspect Documents

88.1 Where any document is required to be made available for inspection by the RPC, the NZRU (or, where relevant, Provincial Union acting on its behalf) will:

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

89. Confidentiality of information

89.1 The RPC acknowledges that it may receive information under this Collective Agreement, which is regarded as confidential by the NZRU, and that as a matter of good faith the RPC will only share that information with its board and management unless it obtains the consent of the NZRU to allow wider dissemination (such consent not to be unreasonably withheld).

Part 10 – Misconduct

90. On-field Misconduct

- 90.1 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 his Playing Services to the NZRU and/or a Super Rugby Club and/or a Provincial Union.
- 90.2 In such circumstance neither the NZRU nor a Provincial Union may make deduction from any payment which would otherwise be made to that Player under this Collective Agreement.
- 90.3 The parties acknowledge that it is mutually desirable for any sanction of suspension to be avoided or, in the alternative, mitigated. For this purpose:
- (a) the NZRU will provide representation for a judicial process or hearing arising from a game involving the All Blacks, Junior All Blacks, Māori All Blacks or a Super Rugby Team;
 - (b) a Provincial Union will provide representation for a judicial process or hearing arising from a game involving its Premier Competition Team.

In the event that the Player elects to have a legal representative other than the person offered by the NZRU or Provincial Union for this purpose, the NZRU or Provincial Union (as applicable) 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.

- 90.4 No media statement will be made about any incident of on-field misconduct without the prior agreement of the NZRU and the RPC and/or the Player.

91. Serious Misconduct and Misconduct

- 91.1 The parties acknowledge that a Player's actions may constitute Serious Misconduct or Misconduct.
- 91.2 For the purposes of this Collective Agreement:
- (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 Collective Agreement or the Player's eligibility for selection for a national representative team for New Zealand.

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 any New Zealand Team;
 - (vi) unreasonably refusing to perform any Employment Services;
 - (vii) breaching the Player's confidentiality obligations under this Collective Agreement;
 - (viii) participating in a Competing Sport during the Player's NZ Rugby Term without the prior written consent of the NZRU;
 - (ix) entering into substantive negotiations to undertake a Competing Sport at any time prior to six months before the expiry of the Player's NZ Rugby Term without the prior consent of the NZRU;
 - (x) being suspended from playing Rugby for a New Zealand Team for a period in excess of two months;
 - (xi) acting contrary to the best interests of the NZRU, Provincial Unions or Rugby;
 - (xii) breaching a requirement to seek consent or to provide notification;
 - (xiii) 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 his Employment Services to a New Zealand Team;
 - (xiv) repeated instances of Misconduct by the Player; or
 - (xv) 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) breach of any obligations under this Collective Agreement, including All Black Assembly Protocol;
- (v) failure to maintain a prescribed level of fitness; or
- (vi) failure to comply with a rehabilitation programme issued by a medical practitioner appointed by the NZRU.

91.3 The NZRU (or Super Rugby Club or Provincial Union, as applicable) 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 NZRU and the RPC (unless otherwise required by law).

91.4 The NZRU is responsible for the investigation of an allegation of Misconduct but may delegate this responsibility to the Player's Super Rugby Club or Provincial Union if the alleged Misconduct took place in a period where the Player was seconded to perform Employment Services to either his Super Rugby Club or his Provincial Union. The NZRU (or Super Rugby Club or Provincial Union, as applicable), 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.

91.5 If, following this inquiry, the NZRU (or Super Rugby Club or Provincial Union, as applicable) 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. The NZRU may reduce by 12.5% (up to a maximum of \$500 per week) the payments that it would otherwise be liable to make to that Player during the period of that suspension; or
- (c) direct the Player to pay it a fine of up to \$500.

91.6 The NZRU is responsible for the investigation of an allegation of Serious Misconduct but may delegate this responsibility to the Player's Provincial Union if the Player is party to a Provincial Union Contract or a Provincial Union Development Contract only. The NZRU (or Provincial Union, as applicable), 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.

91.7 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 NZRU (or a Super Rugby Club or a Provincial Union) 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.

91.8 If, following this inquiry, the NZRU (Super Rugby Club or Provincial Union) 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) 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
- (c) suspend the Player from playing Rugby for a period of up to one month and reduce by up to 25% (up to a maximum of \$1,000 per week) the payment that it would otherwise be liable to make to that Player during the period of that suspension; or
- (d) direct the Player to pay it a fine of up to \$4,000 (or, in the case of committing an offence in the course of employment which is punishable by a period of imprisonment of two years or more, a fine of up to \$10,000); or
- (e) terminate the Player's employment summarily.

91.9 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 Collective Agreement.

91.10 The 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 NZRU will reimburse the actual and reasonable travel and accommodation costs for the Player's representation.

- 91.11 Any Player required to appear to answer a doping offence will be encouraged to seek independent legal counsel, and the 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 NZRU; and
 - (b) if the Player is found guilty of that offence he must bear his own costs.
- 91.12 Where the NZRU (or a Super Rugby Club or Provincial Union acting on its behalf) directs a Player to pay a fine under this clause it may deduct the amount of that fine from any payment it makes to that Player.
- 91.13 No media statement will be made about any incident of off-field misconduct without the prior agreement of the NZRU and the RPC and/or the Player.
- 91.14 In addition to the sanctions in clause 91.8, where there is a finding of Serious Misconduct in which a Player incurs a non-work related injury and becomes unavailable to play, the NZRU may determine, as part of any sanction, to remove a Player's right to rehabilitation or assembly fees (in whole or in part) for the period that they are unavailable.

92. Maximum Sanctions

- 92.1 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 the World Rugby and/or SANZAAR) and in such circumstances, it is agreed that the NZRU, Super Rugby Club or Provincial Union, as appropriate, will ensure that the maximum financial sanctions for misconduct or serious misconduct that are provided for in this Collective Agreement 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 – Rugby World Cup / IOC Tournaments

93. Terms for Participation

- 93.1 The Rugby World Cup Tournament, the Commonwealth Games and Olympic Games are events which are held every four years.
- 93.2 The parties will consult in relation to the terms of participation for Rugby World Cup 2023, the World Rugby World Sevens Series, and the Olympic Games in 2024 and any other terms of participation for any other tournaments involving NZRU Teams or Provincial Union Teams.

94. Rugby World Cup NZRU Team Performance Incentives

- 94.1 A Player selected to provide his Employment Services for the All Blacks at the Rugby World Cup Tournament in 2023 is entitled to NZRU Team Performance Incentives as follows:

NZRU Team Performance Incentives (per Player)	
Amount payable upon All Blacks reaching Final of Rugby World Cup	\$35,000
Amount payable upon All Blacks winning Final of Rugby World Cup	\$115,000

- 94.2 provided that the levels set out above shall be reviewed by the NZRU on a good faith basis no later than 1 January 2023, with regard to the NZRU's long-term financial projections and any other relevant factors.
- 94.3 For the avoidance of doubt, payment of these amounts is cumulative (so that the total amount paid to each Player selected to provide his Playing Services for the All Blacks at the Rugby World Cup Tournament in 2023 in the event the All Blacks win that Tournament is \$150,000). Replacement Players, and any Players they replace will be entitled to a pro-rata payment (to be determined by the All Blacks Team). Such payment does not form part of the Player Payment Pool and it is agreed that the bonus payable to the NZRU by adidas in the event of the All Blacks winning the Rugby World Cup 2023 will not be treated as NZRU Player Generated Revenue.
- 94.4 Any Rugby World Cup bonus payments are inclusive of the Player's 8% entitlement to annual leave payments under the Holidays Act 2003 and no further payment shall be required.
- 94.5 The parties acknowledge that Rugby World Cup Limited (or the World Rugby) may elect to offer Prize Money to teams or Players participating in the Rugby World Cup Tournament in 2023. In that event:

- (a) Players will continue to be entitled to payment of the NZRU Team Performance Incentives outlined above in addition to any such Prize Money; and
- (b) each Player is entitled to share in any Prize Money in accordance with any team protocol for such sharing.

94.6 Such Prize Money does not form part of the Player Payment Pool.

Part 12 – Other Matters

95. KiwiSaver and Player Savings Scheme

95.1 Any KiwiSaver compulsory employer contributions for Players will be paid from the Player Payment Pool.

95.2 The parties have established a savings scheme (the Player Savings Scheme), to which a Player employed on an NZ Rugby Contract, NZ Rugby Draft Contract or NZRU Sevens Contract (Eligible Player, but excluding any Player who commutes from an NZ Rugby Interim Contract to an NZ Rugby Draft Contract in any Contract Year) can elect to join at any time during the Term of their Playing Contract, on the following conditions:

(a) the Player Savings Scheme will be structured as a master trust arrangement with the terms of the trust deed, the identification of trustees and the appointment of the scheme manager to be agreed by the parties but incorporating the following terms and conditions:

(i) the contribution rates to the Savings Scheme will be:

A. \$2.50 to be contributed by the Player Payment Pool for every \$1 contributed by an Eligible Player who has been contracted on an NZ Rugby Contract, NZ Rugby Draft Contract (including a year in which the Player commuted from an NZ Rugby Interim Contract to an NZ Rugby Draft Contract) or NZRU Sevens Contract for between one to four years, up to a maximum contribution level of \$12,500 per annum; and

B. \$3 to be contributed by the Player Payment Pool for every \$1 contributed by an Eligible Player who has been contracted on an NZ Rugby Contract, NZ Rugby Draft Contract (including a year in which the Player commuted from an NZ Rugby Interim Contract to a NZ Rugby Draft Contract) or NZRU Sevens Contract for five or more years, up to a maximum contribution level of \$15,000 per annum.

(ii) the contributions referred to in para (a)(i) are gross amounts before deduction of any applicable taxes or levies, and are inclusive of the NZRU's contributions, if any, to the Player's KiwiSaver fund and shall not count towards calculation of a Player's KiwiSaver compulsory employer contributions;

(iii) the contributions referred to in paragraph (a)(i) will be paid monthly to the Player Savings Scheme;

(iv) Players who are based offshore and eligible to play in the Super Rugby Competition pursuant to clause 49.2(b) or (c) are not eligible to join the Player Savings Scheme unless agreed otherwise by the NZRU;

- (v) 50% of a Player's retirement benefit may be accessed by a Player at age 34 with the balance able to be accessed at age 40.

96. Personal Development Programme

- 96.1 The Personal Development Programme (PDP) is a joint venture between the RPC and the NZRU. As part of this joint venture, each must nominate a person to have joint responsibility for the management of the obligations in this clause. Any material decision relating to the PDP must be made by agreement between the NZRU and the RPC.
- 96.2 The Parties have agreed the following principles and financial structure that shall apply to the PDP:
- (a) The NZRPA will manage the PDP financials through a standalone bank account and produce a monthly PDP Profit and Loss report, and an annual audited PDP profit and Loss report, for the PDP Management Committee and respective parties.
 - (b) The NZRPA General Manager People Development (or other NZRPA nominated person) will act as the General Manager of the PDP (PDP General Manager) and have primary responsibility for the operational management and coordination of the programme on a day-to-day basis.
 - (c) As part of this joint venture, the Parties will form a PDP Management Committee of five representatives who will oversee the PDP financials and operations, comprised of one NZRU nominated representative, one Super Rugby CEO, one PU CEO, the NZRPA CEO and one agreed independent person. The PDP Management Committee shall meet on a regular basis to guide and support the programmes' strategic, financial and operational matters. The parties will agree a PDP Management Committee Charter that will outline the purpose and responsibilities of the Committee.
 - (d) The Parties will in good faith create a schedule that distinguishes matters that are material/major and require decisions made between NZRU and the RPC, those matters that require the oversight and decision making of the PDP Management Committee and also outline those less material matters whereby the PDP General Manager will have delegated authority to resolve in accordance with day-to-day management and coordination of the programme.
 - (e) The programme will be supported by a PDP Advisory Panel that will provide subject matter expertise, advice and guidance on content and development of the programme. The parties will agree a PDP Advisory Panel Charter that will outline the purpose and responsibilities of the Panel.
- 96.3 From Contract Year 2022 onwards, an annual payment of \$2,306,500 (plus GST as applicable) to fund the PDP will be made quarterly in advance from the PPP to the NZRPA PDP Account for distribution as agreed between the parties. This amount will be distributed as follows:

- (a) \$200,000 (plus GST as applicable) management fee to the NZRPA Operating Account (paid quarterly);
- (b) \$130,000 (plus GST as applicable) fee to the NZRPA for recruitment of a PDP Human Resources Manager;
- (c) \$150,000 for payment of national programme related costs, which may be used for Personal Development Programme conferences, national or regional initiatives or to fund professional development for Personal Development Managers;
- (d) \$30,000 payment for the annual PDP database costs;
- (e) up to \$270,000 for payment to increase Provincial Union salary contributions as agreed;
- (f) \$255,500 to the RPC for payment of operational costs, which is allocated for payment in the following way:
 - (i) Each Super Rugby Club based Personal Development Manager is entitled to access up to \$17,500 in each Contract Year, with actual payments to be subject to prior approval by PDP General Manager; and
 - (ii) Each Provincial Union based Personal Development Manager is entitled to access up to \$12,000 in each Contract Year, with actual payments to be subject to prior approval by the PDP General Manager.
- (g) In respect of the Sevens PDM:
 - (i) \$120,000 to the NZRPA as a contribution for the employment of the Sevens PDM and operational costs associated with the role;
- (h) To each Super Rugby Club:
 - (i) \$90,000 on average as a contribution to the salary payable to a Personal Development Manager in that Club, with the parties to agree a suitable range for salary contributions; and
 - (ii) \$5,000 for position related costs.
- (i) To each Provincial Union:
 - (i) \$45,000 (based on a 0.5 FTE) as a contribution to the amount payable to a Personal Development Manager in that Provincial Union; and
 - (ii) \$1,500 for position related costs.

96.4 Excluding the 2022 Contract Year, any amounts referred to in this clause but not distributed in a particular Contract Year must be held over and applied for the benefit of the Personal Development Programme and can only be allocated by agreement between the parties.

- 96.5 The PDP General Manager, in accordance with the PDP Management Committee Charter, will consult with each Super Rugby Club and Provincial Union to determine the most effective means for the Personal Development Programme to operate, including deciding:
- (a) how a Personal Development Manager will operate in a particular region, and how office facilities (and associated administration requirements) will be provisioned for; and
 - (b) what resources will be applied to, or contributed by, each of the joint venture, Super Rugby Club and Provincial Union in each particular region.
- 96.6 The PDP General Manager, in accordance with the PDP Management Committee Charter, and the relevant Super Rugby Club or Provincial Union will consult on the process to be followed in the recruitment of any new Personal Development Manager for a Super Rugby Club or Provincial Union and agree on any such appointment.
- 96.7 The PDP General Manager, in accordance with the PDP Management Committee Charter, and the relevant Super Rugby Club or Provincial Union, will manage an annual performance management process (include the setting of KPIs and an annual performance review) for the Professional Development Manager at each Super Rugby Club and Provincial Union. For the avoidance of doubt, a Personal Development Manager should not be subject to more than one performance review conducted by any of the parties in any given year or annual cycle. Any performance review outcome must be agreed between the PDP General Manager, in accordance with the PDP Management Committee Charter and the relevant Super Rugby Club or Provincial Union, including any review, variation or increase of a Personal Development Manager's remuneration or other contractual matters.
- 96.8 The Personal Development Manager for each Super Rugby Club or Provincial Union reports to:
- (a) the PDP General Manager; and
 - (b) the CEO of the relevant Super Rugby Club or Provincial Union unless agreed otherwise by the PDP General Manager in accordance with the PDP Management Committee Charter.
- 96.9 Notwithstanding clause 96.8(b) above, the NZRU and RPC may agree, based on the recommendation of the PDP Management Committee, that the employment or contracting structure for a Personal Development Manager at a Super Rugby Club or Provincial Union can be amended and the Personal Development Manager employed/contracted directly by the NZRPA if:
- (a) a Super Rugby Club or Provincial Union requests such a change; or
 - (b) there is repeated, proven non-compliance a Super Rugby Club or a Provincial Union in respect of this Collective Agreement or their associated obligations in respect of the PDP or their employment obligations towards the Personal Development Manager.

- 96.10 A Player will have at least one-half day per week designated as Personal Development time. For Super Rugby Clubs, this half day will be on a Monday, Tuesday or Wednesday unless the team's scheduling cannot reasonably allow or unless otherwise agreed by the NZRPA. For a Provincial Union, this half day shall be on any day other than the Players day off, a match day or the days either side of a match day. In addition to this scheduled Personal Development time, a Provincial Union or a Super Rugby Club will provide, subject to receiving reasonable notice of the request, an additional one hour education window of time to the NZRU, NZRPA or other third party service provider no more than once a fortnight during periods of assembly with the relevant team.
- 96.11 A Player's Personal Development time shall, as much as possible, remain consistent and shall not fall on a Player's rostered day off. Players will be required to undertake some form of Personal Development during this time.
- 96.12 The primary responsibility of a Personal Development Manager shall be to support, guide and assist Players in their personal and professional Development. The Personal Development Manager's responsibilities will be captured in the PDP Handbook, PDM position descriptions and associated Code of Ethics as approved by the PDP Management Committee.
- 96.13 For the avoidance of doubt (and for clarity around responsibilities), the NZRU, Super Rugby Clubs and Provincial Unions may not delegate Team management or administration tasks to Personal Development Managers including, by way of example:
- (a) being in charge of Team reviews and Team surveys;
 - (b) developing a Team theme or culture for a campaign or Contract Year;
 - (c) performing Team mental skills training; and
 - (d) arranging visa requirements for Team tours.

For the avoidance of doubt this does not preclude the Personal Development Manager assisting Players to participate in these activities.

- 96.14 A Personal Development Manager may not (during the period of his or her employment) take on another role within the professional Rugby environment without the prior agreement and approval of the NZRU and RPC. This provision does not apply to any arrangement which existed at the commencement of the Term of this Collective Agreement.

97. Illness and Injury

- 97.1 A Player must, at the request of the NZRU or his agreed Super Rugby Club or Provincial Union, undertake a medical examination by a medical practitioner nominated by the NZRU or his agreed Super Rugby Club or Provincial Union (as the case may be) to determine his ability to train for or play Rugby. Any expenses associated with such examination will be met by the party requesting it.

97.2 For the purpose of this Collective Agreement, wherever a Player must be assessed for his ability to train for or play Rugby, such assessment will be undertaken in accordance with the preceding clause and based on his ability to perform Playing Services under this Collective Agreement. Any medical report arising out of this assessment will be forwarded on request to the NZRU Medical Director and/or the Player.

97.3 A Player will be entitled to seek a second opinion on any assessment pursuant to clause 97.1 or 97.2 by either:

- (a) sourcing the opinion themselves at their own cost; or
- (b) seeking the consent of the NZRU Medical Director which will not be unreasonably withheld, and if granted, will be conducted at the NZRU's expense.

97.4 In the event that a Player is prevented from training for or playing Rugby by injury sustained while at work:

- (a) the NZRU (if such injury prevents the Player from providing his Playing Services to an NZRU Team); and/or
- (b) the Player's agreed Provincial Union (if such injury prevents the Player from providing his Playing Services to a Provincial Union Team);

will be responsible, consistent with the NZRU's obligations under the ACC Accredited Employer Programme, for developing and meeting the expenses of a rehabilitation programme (including any medical treatment required as part of that programme).

97.5 Where a Player who is a party to an NZ Rugby Contract:

- (a) commits an illegal act;
- (b) that is not committed in the course of employment;
- (c) and is injured so that he is unable to play or train for Rugby;

the NZRU may, for the period of such incapacity, reduce the amount of NZ Rugby Retainer that it is required to pay that Player by 50%. Prior to making any decision to reduce payment in accordance with this provision the NZRU must consult with the Player.

98. NZRPA Benevolent and Welfare Fund

98.1 The Benevolent and Welfare Fund will be administered by the New Zealand Rugby Players Association and will provide for the involvement of one representative of the NZRU.

98.2 In Contract Year 2022, by 1 February 2022 the NZRU will make payment of \$500,000 per annum to the New Zealand Rugby Players Association for application to the Benevolent and Welfare Fund and a further \$500,000 will be paid on 1 July 2022.

- 98.3 From Contract Year 2023, by 1 February in each Contract Year, the NZRU will pay \$1,000,000 to the New Zealand Rugby Players Association for application to the Benevolent and Welfare Fund.

99. Other Games

- 99.1 A Player may, without breach of any obligation owed under this Collective Agreement, play in such other games of Rugby (and for such Teams) with the consent of the NZRU, which may only be withheld if:

- (a) the Player will be required to provide his Employment Services for a New Zealand Team at the time of such game; or
- (b) the Player playing the game will not be in the best interests of the Player or New Zealand Rugby, in the opinion of the All Blacks coach (or, where the Player is not an All Black, the coach of the Player's relevant Team), in consultation with NZRU High Performance.

- 99.2 In determining whether playing the relevant game will be in the best interests of the Player or New Zealand Rugby, the NZRU will have regard to any or all the following factors:

- (a) the Player's physical fitness and medical condition at the time the Player is required to assemble for the game;
- (b) the standard of emergency, medical and physiotherapy services available to the Player in the event that he sustains an injury or becomes ill while assembled, playing and training for the game;
- (c) whether the organiser of the game will provide:
 - (i) travel and medical insurance cover for the Player whilst travelling and assembled for the game;
 - (ii) indemnities to the NZRU and the Player's Super Rugby Club and/or Provincial Union for any payments those entities will remain liable to make to the Player in the event that he sustains an injury or becomes ill while assembled, playing and training for the game;
 - (iii) any compensation.

100. Problem Resolution

- 100.1 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 NZRU, a Super Rugby Club or a Provincial Union;

- (b) the RPC's relationship with the NZRU, a Super Rugby Club or a Provincial Union under this Collective Agreement (and vice versa); or
- (c) the interpretation or application of this Collective Agreement.

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.

- 100.2 In the first instance the parties to an employment problem may endeavour in good faith to resolve it by consultation and negotiation.
- 100.3 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.
- 100.4 If the parties cannot resolve the problem at mediation, they can refer it to the Employment Relations Authority.

101. Union Fees and NZRPA Player Payment Pool Payment

- 101.1 The RPC will notify and update the NZRU of its members from time to time.
- 101.2 The parties acknowledge that the RPC will set union fees with reference to a Player's contract status. The RPC will notify the NZRU of these amounts, which will be deducted from the Players' tax paid income.
- 101.3 The NZRU (or Provincial Unions, where applicable) will deduct these union fees from Players at source on a monthly (pro rata) basis and will pay the amount of such fees monthly to the RPC.
- 101.4 If requested, the NZRU (or Provincial Unions, where applicable) will provide the RPC with a breakdown of its calculation of any payments made under this clause.
- 101.5 The parties have agreed that the following sums will be paid annually from the Player Payment Pool to the New Zealand Rugby Players Association:
 - (a) either 2% (plus GST) of the total Player Payment Pool or \$1.5 million (plus GST) whichever is the greater;
 - (b) \$300,000 (plus GST) for the NZRPA Rugby Network;
 - (c) \$160,000 (plus GST) for the Learning Development System,

The amounts will be paid by the NZRU in equal monthly instalments as they fall due provided that the sum payable in respect of (a) will be based on \$1.5 million per annum and, if applicable, any remaining payment due will be made as soon as possible after the audited accounts are completed (unless agreed otherwise) of the following Contract Year.

102. Player Movement between Countries

- 102.1 A Player who is not a party to a Playing Contract under this Collective Agreement (including where the Player's relevant contract or contracts have expired or have been terminated) may seek clearance from the NZRU pursuant to Regulation 4 of the World Rugby Regulations of the Game (to enable him to play Rugby other than in New Zealand). Except as expressly provided in Regulation 4.6.3 and 4.6.4 of those Regulations, the NZRU must, within 14 days, provide clearance (or reasons why clearance cannot be given). In order to provide such clearance, the NZRU may require the Player to undertake a medical examination.
- 102.2 The NZRU will not be entitled to seek any compensation for Player Development under any World Rugby Regulations unless the NZRU and RPC agree otherwise. The NZRU and RPC believe that making such a claim is appropriate in respect of any player who has been part of the New Zealand Under 20 National Team.

103. Leave (including Annual Leave, Sick Leave, Bereavement Leave, Paternity Leave and Public Holidays)

- 103.1 Leave means a period of time during which a Player cannot be required to provide his Employment Services (except that a Player is required to adhere to his 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.
- 103.2 As an exception to the terms of this clause, a Player who has been selected to the All Blacks for the End of Year Tour may be required to perform Promotional Services during the period of Leave following the conclusion of the End of Year Tour period of assembly provided that:
- (a) a requirement to perform Promotional Services may only be made in the last two weeks of January; and
 - (b) the NZRU will use its best endeavours to notify the Player in December of the need to perform Promotional Services in January.
- 103.3 A Player who is party to an NZ Rugby Contract or an NZ Rugby Draft Contract is entitled to two weeks' Leave commencing from the second Monday following his Super Rugby Team's final match in the Super Rugby Competition. During the period immediately following the Player's final match in the Super Rugby Competition and prior to commencing Leave, the Player may be required to complete end of season performance reviews, post-season fitness testing and programming, and to be available to perform Promotional Services, including in anticipation of that Player's possible selection in an NZRU Team following the Super Rugby Competition.
- 103.4 A Player who is a party to a Provincial Union Contract or a Provincial Union Development Contract is entitled to a period of four weeks' Leave from the first Thursday following the final game in the Premier Competition (or for a Player selected to a New Zealand Team (other than the All Blacks) engaged in an end of year tour, from the day that the Team's period of assembly concludes) and a further 14 days' Leave over the Christmas period (inclusive of public holidays), unless in either of those periods of Leave he is required to provide his Playing Services to the All

Blacks in which case he is entitled to eight weeks' Leave at the conclusion of the period of assembly for that Team (and with the exception that in Contract Year 2023 the leave prescribed in this provision will commence on the second Monday following the conclusion of the Rugby World Cup). For the avoidance of doubt, Players are, prior to commencing this four weeks' Leave, required to complete end of season performance reviews, post-season fitness testing and programming.

- 103.5 Following the All Blacks' End of Year Tour (and, in Contract Year 2023, the Rugby World Cup), the All Blacks' Coach and trainer will consult with each coach and trainer of a Super Rugby Team and each Player who has participated in that tour to determine how each Player will be re-introduced to his Super Rugby Squad after the period of Leave outlined in this clause. This may result in a Player returning from Leave sooner than eight weeks (based on the opinion of the All Blacks Coach in consultation with NZRU High Performance), notwithstanding that the provisions of the NZRU Player Load Management Policy may still apply to that Player. Any Player that has been selected for the All Blacks' End of Year Tour (and, in Contract Year 2023, the Rugby World Cup) shall be required to communicate with his Super Rugby Club in the fortnight following his disassembly from the All Blacks, to discuss post-season fitness programming.
- 103.6 Every Player who is a member of the New Zealand Sevens Squad is entitled to eight weeks' Leave in each Contract Year, to be taken at such times as may be determined in consultation between the NZRU and the RPC. For the avoidance of doubt, this Leave is inclusive of public holidays and other Leave entitlements in this clause.
- 103.7 Every Player who is a party to an NZ Rugby Contract or NZ Rugby Draft Contract must be contactable in the week immediately following the conclusion of the Super Rugby Competition.
- 103.8 Every Player who is a party to a Provincial Union Contract or Provincial Union Development Contract must be contactable and available to provide Employment Services up to and including the Wednesday immediately following the conclusion of the Premier Competition.
- 103.9 Every Player is entitled to Leave as provided in the Holidays Act 2003 (and any subsequent legislation) and the Parental Leave and Employment Protection Act 1987 (including sick leave, bereavement leave and parental leave). For the purposes of this Collective Agreement the parties agree that any Player who is a party to any contract with the NZRU for the provision of Employment Services (and including where the Player is a party to more than one such contract) is entitled to four weeks' annual leave during each year of employment under the Holidays Act. Leave under this Collective Agreement incorporates annual leave under the Holidays Act (and any subsequent legislation). The parties acknowledge that the effect of this clause may be to entitle a Player to more than four weeks' Leave in each Contract Year but agree that any Leave entitlement over and above four weeks' entitlement will not be taken into account when calculating any annual leave payments or accrued annual leave entitlements.
- 103.10 NZRU Team Selection Fees and Sevens Assembly Fees and all payments under this Collective Agreement in addition to a Player's retainer are inclusive of a Player's holiday pay entitlements for those periods and are therefore excluded from any Holidays Act annual leave calculations under this Collective Agreement.

103.11 Where the Player is required to provide Employment Services on a public holiday (including Waitangi Day and Anzac Day) the NZRU or Provincial Union requiring such Services will pay that Player time and a half of the Player's relevant daily pay (in terms of the Holidays Act 2003 and any subsequent legislation). In addition, if the day of the week is normally a working day for the Player, the NZRU or Provincial Union (as the case may be) 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 or Provincial Union (as the case may be). For the avoidance of doubt, a provincial anniversary day will be determined with reference to a Player's Super Rugby Team (or, if the Player is a party only to a Provincial Union Contract or a Provincial Union Development Contract, the Player's Premier Competition Team).

103.12 A Player, on the birth of his child, is entitled to one continuous period of paternity leave of:

- (a) 2 weeks; or
- (b) in exceptional circumstances (such as medical treatment), 6 weeks.

104. Conscientious Objection

104.1 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 his own commercial interests), the Player may request that the NZRU (or a Super Rugby Club or Provincial Union (as the case may be)) consent to the Player being excused from that activity, such consent not to be unreasonably withheld.

105. Restructuring and Redundancy

105.1 The parties agree that this clause constitutes an employee protection provision for the purposes of the Employment Relations Act 2000.

105.2 The NZRU must, prior to making any decision to restructure any part of the business of Rugby affecting Players, consult with the RPC. For the avoidance of doubt, this includes a decision altering the number or identity of Teams in any competition in which a New Zealand Team competes.

105.3 This provision is designed to provide protection for the employment of Players who are affected employees if the NZRU's business is restructured (within the meaning of section 69B of the Employment Relations Act 2000).

- (a) the NZRU will, in negotiating with a new employer about the restructuring (to the extent that it affects Players), consult with the RPC;
- (b) the NZRU will negotiate with the new employer so as to preserve the terms and conditions of this Collective Agreement for Players in any new arrangement and will use reasonable endeavours to ensure that all Players transfer to the new employer;

- (c) the NZRU will apply this Collective Agreement in determining what entitlements, if any, are available for Players who do not transfer to the new employer.
- 105.4 Players employed on an NZ Rugby Contract, NZ Rugby Draft Contract or, an NZRU Sevens Contract.
- 105.5 For the purposes of this clause, in respect of Players employed on an NZ Rugby Contract, NZ Rugby Draft Contract or an NZRU Sevens Contract a Redundancy Situation may arise in the following circumstances:
- (a) where there is a significant reduction in funding of the NZRU including, by way of example, reduction in funding from Sponsors or Broadcasters such as News Corporation Ltd or adidas International B.V; or
 - (b) where there is a reduction in the number of Super Rugby Teams in circumstances where no equivalent competition or number of teams is established; or
 - (c) where the NZRU sells or transfers part or all of its business to a new employer and the purchaser/transferee does not offer employment on terms and conditions which are substantially similar (including payment but excluding location).
- 105.6 Where a Redundancy Situation exists because of a reduction in the number of Super Rugby Teams, the NZRU will have the right to select which Players it wishes to retain in its Super Rugby Teams and make offers of ongoing employment to those Players. Where such an offer is made to a Player on substantially similar terms (including payment but excluding location) no redundancy compensation will be payable if the Player declines the offer and is subsequently made redundant.
- 105.7 Otherwise, a Player made redundant as a consequence of a Redundancy Situation is entitled to payment of the greater of the following:
- (a) the balance of all payments of his NZ Rugby Retainer, NZ Rugby Draft Retainer or New Zealand Sevens Retainer (as the case may be) under the unexpired term of his relevant contract with the NZRU; or
 - (b) the aggregate of the following:
 - (i) four weeks' notice (or pay in lieu of notice);
 - (ii) four weeks' pay for the first year of participation in a Super Rugby Team; and
 - (iii) two weeks' pay for each subsequent continuous year of participation in a Super Rugby Team as at the date of redundancy;

(where a week of pay shall be calculated by dividing by 52 the total amount which was paid to that employee in the previous Contract Year).

Players Employed on a Provincial Union Contract or Provincial Union Development Contract

105.8 For the purposes of this clause, in respect of Players employed on a Provincial Union Contract or Provincial Union Development Contract a Redundancy Situation may arise in the following circumstances:

- (a) where a Provincial Union is facing serious financial issues to the extent that it is necessary to consider a reduction in Player costs, which may in turn lead to a need to reduce player numbers; or
- (b) where there is a reduction in the number of teams in the Premier Competition such that a particular team may be withdrawn from that competition.

105.9 Where a potential Redundancy Situation exists, the following provisions will apply:

- (a) the RPC must be notified of the potential Redundancy Situation as soon as practicable including providing sufficient information for the RPC to be fully briefed on the circumstances leading to the potential Redundancy Situation;
- (b) the Provincial Union and the RPC will meet to discuss the potential Redundancy Situation including alternatives to avoid a Redundancy Situation arising;
- (c) where it is not practicable to avoid a Redundancy Situation, the Provincial Union may terminate the Provincial Union Contract or Provincial Union Development Contract of Players other than Players also employed on NZ Rugby Contracts subject to the following constraints:
 - (i) redundancy is to be a last resort; and
 - (ii) the Provincial Union cannot reduce its player numbers below 26 Players on Provincial Union Contracts (excluding any Players who were selected in the All Blacks Team for the Rugby Championship in the relevant Contract Year).

105.10 A Player made redundant as a consequence of a Redundancy Situation is entitled to payment by the Provincial Union of the balance of his Provincial Union Retainer or Provincial Union Development Retainer for the unexpired term of the relevant Playing Contract.

105.11 In the event that a Provincial Union is wound up or relegated during the Term, the NZRU will not be required to underwrite or honour the Provincial Union Retainers (or Provincial Union Development Retainers, as relevant) or Playing Contracts of those Players employed on the NZRU's behalf by that Provincial Union who are only engaged on a Provincial Union Contract or Provincial Union Development Contract where those contracts were entered into after this Collective Agreement came into force.

106. Player Workload/Match Schedules

- 106.1 Prior to the commencement of any period of assembly or competition involving a New Zealand Team the manager and/or coach of that Team will consult with a representative group of the Players selected for the Team (and/or the RPC) in determining weekly schedules (recording the provisional times allocated for all matters associated with the provision of the Players' Employment Services). The parties recognise that such requirements may vary over the period of a competition and acknowledge that in that event ongoing consultation will be required. In any event, however, every Player is entitled to at least one day off (being a day when he is not required to provide Employment Services) in each week during a Contract Year.
- 106.2 For the avoidance of doubt, a full day off cannot occur on a travel day or during a day when a Player must attend a Team recovery session unless agreed otherwise between team management and Players due to the team's schedule not reasonably allowing for this.
- 106.3 By no later than 31 October in each Contract Year, the NZRU will confirm to the RPC and Super Rugby Clubs a group of up to 33 Players to whom the NZRU Player Load Management Policy will apply to for the following Contract Year. The NZRU Player Load Management Policy is a policy of the NZRU agreed with the RPC, and in consultation with the Super Rugby Clubs, which clarifies the approach to playing and training workload to apply to leading players in contention for All Blacks selection. The parties and the Super Rugby Clubs agree to follow the provisions of the NZRU Player Load Management Policy which at the time of entering into this Collective Agreement includes, but is not limited to, the following key provisions:
- (a) Players named in the confirmed group of up to 33 Players each year shall participate in no formal games between their last game of the current Contract Year and the first Super Rugby Competition game for their Super Rugby Club in the following Contract Year;
 - (b) Progressive return to play guidelines, and guidelines as to the minimum number of weeks that a Player named in the confirmed group of up to 33 players must spend away from assembly during the period of the relevant Super Rugby Competition; and
 - (c) Acknowledgement that some of the above provisions and guidelines may apply, on a modified basis, to additional players identified by the NZRU outside of the confirmed group of up to 33 Players.
- 106.4 The RPC may monitor adherence to this clause. It may allege a breach, in which case the NZRU will investigate and, if the breach is proven, issue a warning. For any subsequent allegation of breach, the parties may rely on the Problem Resolution process in this Collective Agreement.

107. Rested Players

- 107.1 A Player who would otherwise be selected for a New Zealand Team but who is, in the opinion of the party responsible for selecting that Team, likely to benefit from rotation, recuperation, conditioning or rehabilitation during a period when he would

otherwise be providing his Employment Services, is a Rested Player. A Rested Player is entitled to receive payment of any NZRU Team Selection Fees which he would have received if he had been selected to the relevant New Zealand Team.

107.2 The All Blacks management and Super Rugby management must agree:

- (a) with the assistance of the NZRU High Performance Manager or his nominee, and
- (b) in consultation with the individual Player concerned on a plan to manage the workload of each current and prospective individual All Blacks through the Contract Year and including
 - (i) the Super Rugby pre-season;
 - (ii) The Super Rugby competition; and
 - (iii) The All Blacks match schedule.

108. Dangerous Activities

108.1 All Players recognise that they have skill and ability as Rugby players and that participation in certain activities other than Rugby may impair or destroy that ability and skill. A Player may not engage in any activity outside the course of everyday behaviour (other than Rugby) which involves the risk of significant injury without the prior consent of the NZRU (or the Player's Super Rugby Club or Provincial Union, as applicable), and provided that in the case of a Player who is a party to a Provincial Union Contract only, this obligation only applies during the Premier Competition.

109. Players' Personal Security

109.1 The NZRU and the RPC have developed a pre-tour risk assessment mechanism for New Zealand Team overseas tours.

109.2 The parties will apply this mechanism in considering any travel or tour which has the potential to endanger Players' personal safety or security.

110. Development Reviews

110.1 At the end of each competition or period of assembly that a Player is selected for a New Zealand Team, the Player's performance of his Employment Services for that New Zealand Team will be assessed and reviewed by the Player together with his Team Management. The purpose of the review process is to highlight the Player's strengths or weaknesses, and to provide constructive assistance and suggestions to allow the Player to develop and improve as a professional Rugby player.

110.2 The NZRU will consult with the RPC prior to introducing any change to the review process.

111. Facilities for Players' Families

111.1 In respect of every game of Rugby involving a New Zealand Team played in New Zealand, the NZRU will provide a minimum of:

- (a) two tickets; and
- (b) suitable seating (where appropriate seating facilities exist), and official after match hospitality, for at least two immediate family members,

to each Player who provides his Employment Services in that game.

111.2 The NZRU will consult with Players who are selected for the All Blacks to agree to the steps that will be taken to provision for the families of Players during any All Blacks period of assembly.

112. Regulation of Agents, Intermediaries, Player Managers and Independent Advice

112.1 The parties acknowledge that the RPC has created a voluntary charter for the regulation and accreditation of Player agents in New Zealand (Agents Charter).

112.2 The NZRU shall in good faith support the RPC in implementing the Agents Charter and, where possible, encourage Player agents to gain accreditation under the Agents Charter and raise awareness of the Agents Charter.

112.3 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 Collective Agreement;
- (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 problem.

112.4 The NZRU (or a Super Rugby Club or Provincial Union acting on its behalf) 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 his right to receive advice and assistance from an NZRPA Accredited Agent and has signed the appropriate acknowledgment of waiver; 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 Agent Waiver Notice prior to signing the Playing Contract.

113. Involvement in Key Appointments

- 113.1 It is agreed that it is appropriate for players to have input into the recruitment of team management including coach, manager and support staff.
- 113.2 The manner in which such input is to be provided is to be agreed by way of consultation between the respective parties (the RPC, the NZRU and Super Rugby Clubs and Provincial Unions as the case may be) on a case by case basis.
- 113.3 It is expressly acknowledged that the ultimate decision on the appointment of team management is for the NZRU, Super Rugby Club or the Provincial Union as the case may be.
- 113.4 The RPC may monitor adherence to this clause. It may allege a breach, in which case the NZRU will investigate and, if the breach is proven, issue a warning. For any subsequent allegation of breach, the parties may rely on the Problem Resolution process in this Collective Agreement.

114. Insurance Cover

- 114.1 In each Contract Year the NZRU and the RPC shall arrange the following Insurance Cover for all Players who are party to a Provincial Union Contract:
 - (a) a group life insurance policy; and
 - (b) a group crisis (trauma) insurance policy; and
 - (c) a medical insurance policy.
- 114.2 The provider for the Insurance Cover will be selected by the RPC in agreement with the NZRU following an appropriate process, such agreement not to be unreasonably withheld.
- 114.3 The full cost (including Fringe Benefit Tax) of the Insurance Cover in each Contract Year will be provisioned in, and paid out of, the Player Payment Pool.

115. Broadcaster Protocols

- 115.1 The parties have agreed protocols for access to Players by Broadcasters (Broadcaster Protocols). Any changes to these protocols which directly affect Players must be agreed with the RPC, such agreement not to be unreasonably withheld.

116. Player Assistance Programme

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

117. Tickets

- 117.1 The NZRU, the Super Rugby Club or the Provincial Union as applicable will provide the RPC with the ability to access tickets, provided such tickets are used in accordance with the standard ticketing terms and conditions as follows:
- (a) the right to purchase, 40 top category tickets to test matches and matches involving senior national teams played in New Zealand;
 - (b) the right to receive 20 top category tickets to one home game of each Super Rugby Team and each Provincial Union Team played in New Zealand at no cost;
 - (c) the right to receive 40 tickets to the Wellington leg of the World Rugby World Sevens Series tournament at no cost; and
 - (d) the ability to purchase further unlimited tickets (at face value, and subject to availability) for any game involving Players for utilisation for NZRPA functions and events.
- 117.2 RPC independent board members will be invited to attend NZRU VIP hospitality hosting at All Blacks test matches in New Zealand. Costs of travel and accommodation are to be met by RPC or the board member(s) concerned.

118. Replacement Player Fund

- 118.1 In each of Contract Years 2022 and 2023, the parties have agreed to continue a fund ("the RP Fund") of \$900,000 which is available to be distributed each year to Provincial Unions in accordance with this clause.
- 118.2 The funds that make up the RP Fund will be contributed by the Parties annually in the following proportions:
- (a) NZRU will provide \$692,000;
 - (b) Provincial Unions will contribute \$104,000; and
 - (c) the PPP will contribute \$104,000.

118.3 In Contract Years 2022 and 2023, the RP Fund will be administered by the NZRU in accordance with the Salary Cap Regulations based on the following provisions:

- (a) Provincial Unions will submit to NZRU by 30 November in each Contract Year medical certificates signed by a registered medical practitioner in respect of any Player:
 - (i) who is party to an NZ Rugby Contract, a NZ Rugby Draft Contract, NZ Rugby Sevens Contract or NZ Rugby Interim Contract; and
 - (ii) who is injured and thereby unavailable for three or more consecutive matches in the Premier Competition in that Contract Year; and
 - (iii) for whom the Provincial Union is not entitled to receive any compensation from any other party in respect of the injury that results in the Player being unavailable for such matches.
- (b) NZRU will collate all of the Medical Certificates in paragraph (a) in respect of each Premier Competition and calculate the aggregate retainer remuneration payable to those Players under their Provincial Union Contract or Provincial Union Development Contract in respect of the relevant periods of injury by dividing their Provincial Union Retainer or Provincial Union Development Retainer by 10 and multiplying it by the number of weeks of unavailability;
- (c) the NZRU will then distribute the RP Fund on a pro-rata basis to all Provincial Unions who have submitted compliant medical certificates up to the maximum amount of Provincial Union Retainer calculated under paragraph (b) by 31 January of the following Contract Year;
- (d) in the event that the amount of Provincial Union Retainer that is calculated using the formula in paragraph (b) is less than the amount of money in the RP Fund in a Contract Year, the balance will carry over and be available in subsequent Contract Years.

119. Induction

119.1 The parties agree to continue, an induction programme to 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; and

(e) Meeting in person or by other agreed means with an NZRPA representative.

119.2 A Player is not eligible to play for a NZ Team until having completed core aspects of the induction programme in clause 119.1, such aspects to be agreed between the parties and notified to all signatories to this Agreement.

120. Access to Annual Audited Accounts

120.1 Consistent with each parties obligations under the Collective Agreement, and the obligation of good faith, the parties agree that each party will ensure the other party has access to its audited accounts.

121. Business Class Travel

121.1 In respect of the All Black Sevens Team and the Black Ferns Sevens Team a travel schedule will be developed following consultation with the RPC, based on a presumption of business class travel on all overseas trips where flight time exceeds 5 hours unless the total costs of such travel for the Contract Year exceeds \$1 million (in which case agreement will need to be reached on the seating options in the schedule, agreement not to be unreasonably withheld by either party). The parties have agreed that total costs exceeding \$1 million per annum will be reasonable grounds for NZRU withholding agreement to extend business class travel on all overseas trips for the All Blacks Sevens Team and the Black Ferns Sevens Team;

Part 13 – Interpretation

122. Interpretation

122.1 In this Collective Agreement (including its appendices), unless the context otherwise requires:

Competing Sport means:

- (a) Rugby for any team other than a New Zealand Team;
- (b) rugby league or any other game resembling Rugby; and
- (c) any sport where a Player is paid for participation;

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 on 1 January and concluding on 31 December) and may be defined with reference to a particular year (eg Contract Year 2022).

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

Foreign International Team means any national representative Team selected by any national rugby union other than the NZRU.

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

Moana Pasifika means the Moana Pasifika Charitable Trust and any associated entity owned or controlled by that trust that is the operating entity for the Moana Pasifika team competing in the Super Rugby Competition.

New Zealand Team means:

- (a) any NZRU Team; and
- (b) any Provincial Union Team

NZRU Team means:

- (a) the All Blacks;
- (b) any Super Rugby Team;
- (c) the All Black Sevens Team;

- (d) the Māori All Blacks Rugby Team;
- (e) an All Blacks Trial Team;
- (f) the Junior All Blacks (variously referred to as the New Zealand A Team); and
- (g) the Under 20 National Team.

Player means a person who is a member of the RPC.

Playing Contract(s) means any one of the contracts at Appendix, 5, 6, 7, 8, 10, 11, or 12.

Playing Services means training for and playing Rugby.

Premier Competition means the annual Rugby competition between Premier Competition Teams which, for the avoidance of doubt, shall comprise of two conferences.

Premier Competition Team means a Rugby Team representing a Provincial Union in the Premier Competition.

Provincial Union means any of the following entities:

- (a) Auckland Rugby Union (Inc);
- (b) Bay of Plenty Rugby Union (Inc);
- (c) Canterbury Rugby Football Union (Inc);
- (d) Counties Manukau Rugby Football Union (Inc);
- (e) Hawkes Bay Rugby Football Union (Inc);
- (f) Manawatu Rugby Union (Inc);
- (g) Tasman Rugby Union (Inc);
- (h) North Harbour Rugby Football Union (Inc);
- (i) Northland Rugby Union (Inc);
- (j) Otago Rugby Football Union (Inc);
- (k) Rugby Southland (Inc);
- (l) Taranaki Rugby Football Union (Inc);
- (m) Waikato Rugby Union (Inc); and

- (n) Wellington Rugby Football Union (Inc).

Provincial Union Revenue is the aggregate annual consolidated revenue of the Provincial Unions and their subsidiaries and any related entities.

Provincial Union Team means:

- (a) a Premier Competition Team; and
- (b) any other team selected by a Provincial Union.

Rugby means the game of Rugby Union Football (and includes Rugby Sevens).

Rugby Way means the NZRU policy, as amended from time to time, developed in conjunction with all stakeholders that sets out the fundamental values of the Rugby family and how participants are expected to treat each other.

Rugby World Cup Limited means the company incorporated for the purpose of organising and administering the tournament known as the Rugby World Cup (which may be incorporated for a specific tournament, or for any number of such tournaments).

SANZAAR is the entity which currently has responsibility for the management and administration of the Super Rugby Competition and the Rugby Championship competition between the All Blacks and representative national sides from South Africa, Australia and Argentina and includes any replacement entity.

Super Rugby Club means a licensee or any other organisation authorised by the NZRU to select and manage a Super Rugby Team in the Super Rugby Competition (pursuant to terms agreed under an agreement with the NZRU), being each of the following entities:

- (a) the Blues LP;
- (b) the Chiefs Rugby Club LP;
- (c) the Crusaders LP;
- (d) the Highlanders Rugby Club LP; and
- (e) Hurricanes Investment LP.

Super Rugby Club Revenue means the aggregate annual consolidated revenue of the Super Rugby Clubs.

Super Rugby Team means a Rugby Team representing a Super Rugby Club in the Super Rugby Competition, being each of the following Rugby Teams:

- (a) the Blues;

- (b) the Chiefs;
- (c) the Crusaders;
- (d) the Highlanders; and
- (e) the Hurricanes.

Team means a Rugby team, including a New Zealand Team.

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).

Under 20 National Team means the Under 20 national team selected by the NZRU from time to time.

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.

- 122.2 Prize Money in this Collective Agreement means any money paid to a Player or a Team, by a third party, in recognition of that Team or Player's performance, and does not include commercial bonuses or participation payments made to the NZRU, Super Rugby Clubs or Provincial Unions.
- 122.3 Selection is the process by which Players are chosen to provide their Playing Services for a particular New Zealand Team (or Squad), and in this Collective Agreement the use of the term select has this meaning accordingly. The purpose of selection is to determine those Players who are, in the view of the party responsible for selection, the most suitable Player for that Team.

Execution

Signed for and on behalf of **New Zealand**)
Rugby Union Incorporated in the presence)
of:)

Friday

H. Bianchi

Date: 20/6/2022

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

Robert Nichol

[Signature]

Robert Nichol (Jun 20, 2022 16:13 GMT+12)

Date: 20-Jun-2022

Appendix 1: Acknowledgement of terms

The NZRU and the RPC are parties to a Collective Agreement which provides the terms and conditions of employment for all Players who provide Playing Services to any New Zealand Team.

This Collective Agreement has been agreed on the basis that the NZRU represents the interests of NZRC, the Super Rugby Clubs and the Provincial Unions. Accordingly, NZRC, each Super Rugby Club and Provincial Union agrees to be bound by and to comply with the terms of this Collective Agreement (insofar as its terms apply to them) and indicates this by signing this acknowledgment document.

By signing this acknowledgement NZRC, each Super Rugby Club and Provincial Union confirms that it has read and understood the Collective Agreement, and that it will not contract out of, undermine, or act contrary to any provisions of the Collective Agreement, nor will it 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 him under the Collective Agreement.

Signed for and on behalf of **Auckland
Rugby Union (Inc)** in the presence of:



Date: 20-Jul-2022

)
)
) 
Keith Binnie (Jul 21, 2022 13:23 GMT+12)

Signed for and on behalf of **Bay of Plenty
Rugby Union (Inc)** in the presence of:



Mike Rogers (Jul 5, 2022 14:17 GMT+12)

Date: 05-Jul-2022

)
)
) 
Keith Binnie (Jul 21, 2022 13:23 GMT+12)

Signed for and on behalf of **Canterbury**)
Rugby Football Union (Inc) in the presence)
of:)

Keith Binnie
Keith Binnie (Jul 21, 2022 13:23 GMT+12)
.....


.....

Date: 29-Jun-2022

Signed for and on behalf of **Counties**)
Manukau Rugby Football Union (Inc) in the)
presence of:)

Keith Binnie
Keith Binnie (Jul 21, 2022 13:23 GMT+12)
.....


.....

Aaron Lawton (Jun 27, 2022 10:01 GMT+12)
.....

Date: 27-Jun-2022

Signed for and on behalf of **Hawkes Bay**)
Rugby Football Union (Inc) in the presence)
of:)

Keith Binnie
Keith Binnie (Jul 21, 2022 13:23 GMT+12)
.....

Jay Campbell
.....

Jay Campbell (Jun 27, 2022 10:07 GMT+12)
.....

Date: 27-Jun-2022

Signed for and on behalf of **Manawatu**)
Rugby Union (Inc) in the presence of:)

Keith Binnie
Keith Binnie (Jul 21, 2022 13:23 GMT+12)
.....

Andrea Jackson
.....

Andrea Jackson (Jun 27, 2022 10:22 GMT+12)
.....

Date: 27-Jun-2022

Signed for and on behalf of North Harbour)
Rugby Football Union (Inc) in the presence)
of:)

Keith Binnie
Keith Binnie (Jul 21, 2022 13:23 GMT+12)

adrian donald

Date: 21-Jun-2022

Signed for and on behalf of Northland)
Rugby Union (Inc) in the presence of:)

Keith Binnie
Keith Binnie (Jul 21, 2022 13:23 GMT+12)

Cameron Bell

Cameron Bell (Jun 21, 2022 16:38 GMT+12)

Date: 21-Jun-2022

Signed for and on behalf of Otago Rugby)
Football Union (Inc) in the presence of:)

Keith Binnie
Keith Binnie (Jul 21, 2022 13:23 GMT+12)

Richard Kinley

Richard Kinley (Jun 22, 2022 09:09 GMT+12)

Date: 22-Jun-2022

Signed for and on behalf of Rugby)
Southland (Inc) in the presence of:)

Keith Binnie
Keith Binnie (Jul 21, 2022 13:23 GMT+12)

Steve Mitchell

Steve Mitchell (Jun 22, 2022 10:39 GMT+12)

Date: 22-Jun-2022

Signed for and on behalf of **Taranaki**)
Rugby Football Union (Inc) in the presence)
of:)


Keith Binnie (Jul 21, 2022 13:23 GMT+12)


Mike Sandle (Jun 22, 2022 08:11 GMT+12)

Date: 22-Jun-2022

Signed for and on behalf of **Tasman Rugby**)
Union (Inc) in the presence of:)


Keith Binnie (Jul 21, 2022 13:23 GMT+12)


L E Bray (Jun 23, 2022 10:25 GMT+12)

Date: 23-Jun-2022

Signed for and on behalf of **Waikato Rugby**)
Union (Inc) in the presence of:)


Keith Binnie (Jul 21, 2022 13:23 GMT+12)



Date: 23-Jun-2022

Signed for and on behalf of **Wellington**)
Rugby Football Union (Inc) in the presence)
of:)


Keith Binnie (Jul 21, 2022 13:23 GMT+12)


MEvans (Jun 23, 2022 13:35 GMT+12)

Date: 23-Jun-2022

Signed for and on behalf of **the Blues Limited Partnership** in the presence of:


Andrew Hore (Jul 1, 2022 12:45 GMT+12)


Keith Binnie (Jul 21, 2022 13:23 GMT+12)

Date: 01-Jul-2022

Signed for and on behalf of **the Chiefs Rugby Club Limited Partnership** in the presence of:


Michael Collins (Jul 1, 2022 12:46 GMT+12)


Keith Binnie (Jul 21, 2022 13:23 GMT+12)

Date: 01-Jul-2022

Signed for and on behalf of **the Crusaders Limited Partnership** in the presence of:
Colin Mansbridge, CEO



Grant Jarrold, Chairman



Date: 20/06/2022

Signed for and on behalf of **the Highlanders Rugby Club Limited Partnership** in the presence of:





Kirsty Karmos.
20 Ettrick St.
Glenross, 9011

Date: 20 June 2022

Signed for and on behalf of the Hurricanes)
Investment LP in the presence of:)

Kelvin Ginnie
Kelvin Ginnie (Jun 21, 2022 13:23 GMT+12)

Avan David Lee
Avan David Lee (Jun 22, 2022 07:58 GMT+12)

Date: 22-Jun-2022

Signed for and on behalf of NZ Rugby)
Commercial LP in the presence of:)

[Signature]

[Signature]

Date: 20/6/2022

Appendix 2:

Forecast NZRU Player Generated Revenue and the Player Payment Pool 2022-2023

NZR Player Generated Revenue		
	2022	2023
Total NZRU Player Generated revenue	225,966,615	227,720,323

Player Payment Pool at 36.56% of Player Generated Revenue	82,613,395	83,254,550
---	------------	------------

Variation Ledger Balance		
	2022	2023
Opening Variation Ledger Balance	(4,340,000)	3,536,291
Player Payment Pool at 36.56% of Player Generated Revenue	82,613,395	83,254,550
Settlement Payment	5,000,000	-
Player Payment Pool Spend	(78,214,425)	(77,635,957)
PPP Contribution to Provincial Union Player Payments	(1,522,679)	(1,650,910)
Forecast Closing Variation Ledger Balance	3,536,291	7,503,974

Appendix 3:

Forecast Payments from the Player Payment Pool 2022-2023

2022 - 2023 PLAYER PAYMENT POOL SPEND		
	2022	2023
Retainers		
NZRU Retainer Components (All Blacks & Others)	12,350,000	13,770,000
Super Rugby Retainer Components - CEA Budget amount	23,250,000	23,250,000
Super Rugby Retainer Components - Carry forward Budget amount	813,665	-
Super Rugby Retainer Components - CEA Budget overspend	30,835	1,092,500
M10 Cup Incentive Payment for Super Rugby Players	4,010,000	4,010,000
Draft NZ Rugby Retainers	1,500,000	1,500,000
Unavailable Super Rugby Players	1,456,500	916,750
NZ Rugby Interim Retainers / Super Rugby Replacement Players	2,083,436	2,083,436
All Blacks Sevens Retainers (including Sevens Interim Retainers)	1,817,500	1,767,500
Black Fern's Sevens Retainers (incl Training and Interim Retainers)	1,650,000	1,420,000
Black Ferns' Retainers (incl Interim Retainers)	1,820,000	1,790,000
Sevens Legacy Funds	200,000	200,000
Black Ferns Legacy Fund	150,000	150,000
Holiday Pay	198,414	198,414
Total Retainer Payments	51,330,350	52,148,600
Team Assembly Payments		
All Blacks Assembly Payments	4,595,714	3,945,357
All Blacks Rehabilitation Payments	505,714	441,429
All Blacks Assembly Fee underwrite	1,514,821	1,300,453
Maori All Blacks Assembly Payments	334,286	334,286
All Blacks XV	392,000	-
Womens Elite Comp	770,000	770,000
All Blacks Sevens Assembly Fee (includes rehabilitation fees)	600,000	600,000
All Blacks Sevens Rehabilitation Payments	40,000	40,000
Black Ferns Sevens Assembly Fee (includes rehabilitation fees)	636,714	636,714
Black Ferns Assembly Fee (includes rehabilitation fees)	1,085,714	818,329
Total Team Assembly Payments	10,474,964	8,886,568
Other Payments		
NZRPA Payment	1,652,268	1,665,091
Professional Development Programme Funding	2,306,500	2,306,500
Benevolent and Welfare Fund	1,000,000	1,000,000
Employer Savings Scheme	3,548,625	3,548,625
Kiwisaver (Men & Women)	1,705,827	1,684,571
Insurance - Life & Medical	971,028	971,028
PU Rugby Championship All Black & AB7s Retainer Compensation	2,310,000	2,310,000
Fringe Benefit Tax on Vehicles	210,984	210,984
Relocation & Accommodation Reimbursement	944,795	954,795
Promotional Payments (Men & Women)	450,000	450,000
Olympic Integration Cost Share	-	-
Black Ferns Parental Policy	30,000	30,000
PPP Contribution to M10 Cup injured player fund	104,000	104,000
PPP Contribution to Provincial Union only players	572,500	572,500
PPP Contribution to Moana Pasifika underwrite	142,584	332,696
NZRPA - Learning Management System	160,000	160,000
NZRPA - The Rugby Network	300,000	300,000
Total Other Payments	16,409,110	16,600,789
Total Player Payments	78,214,425	77,635,957
PPP Contribution to Provincial Union Player Payments	1,522,679	1,650,910
Total Player Payment Pool Spend	79,737,103	79,286,867

Appendix 4:

NZ Rugby Contract

Introduction

This NZ Rugby Contract is an employment agreement under which you agree to provide your Employment Services to the NZRU and your Agreed Super Rugby Club for a specified period of time.

In addition to being available to play and train for your Agreed Super Rugby Club and other NZRU Teams your duties will also include providing Promotional Services and Media Interviews.

You, your Agreed Super Rugby Club and the NZRU become parties to this NZ Rugby Contract by completing and executing this document.

In addition to the terms contained in this fixed term employment agreement you are also subject to other important terms and conditions which apply to all players. Those terms are specified in the Collective Agreement between the NZRU and the RPC (copy attached). You should ensure that you read both of these contracts carefully as they detail your full rights and obligations.

Individual Terms and Conditions

1 Conditions

The Commencement of this NZ Rugby Contract is conditional upon:

- (a) **Release of Medical Information:** you agreeing (by signing and returning this NZ Rugby 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 NZRU and your Agreed Super Rugby Club (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 NZRU and/or your Agreed Super Rugby Club and the NZRU being satisfied (acting reasonably) that, as at the date you accepted this offer:
 - (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 NZ Rugby Contract.

You are required to make yourself available to complete your medical fitness examination within two weeks following the date of your acceptance of this NZ Rugby Contract. This examination may be done by your Agreed Super Rugby Club doctor, Provincial Union doctor or a doctor specified by the NZRU Medical Director.

For the avoidance of doubt, should the NZRU not be satisfied (acting reasonably) of both (i) and (ii) above, this NZ Rugby Contract shall not come into effect.

- (c) **Travelling Overseas:** you not being prevented from entering, or returning from, any country that you may be required to travel to, as part of your duties as a professional Rugby Player.

This offer is open for you to accept until _____.

2 Term

Your NZ Rugby Term is the period of time during which this NZ Rugby Contract is in effect.

Your NZ Rugby Term commences on the date you sign this NZ Rugby Contract and satisfy the conditions set out in clause 1 above (**Commencement Date**) and expires on _____ (subject to the termination provisions contained in the Collective Agreement).

3 Agreed Super Rugby Club

The NZRU will second you to your Agreed Super Rugby Club for each Super Rugby Competition during your NZ Rugby Term. Your Agreed Super Rugby Club may select you in its Final Super Rugby Squad.

Your Agreed Super Rugby Club is _____ (May be Moana Pasifika).

4 Remuneration

- (a) **Retainer:** your NZ Rugby Retainer is an amount of money which the NZRU will pay you in each Contract Year:
- (i) whether or not you are selected to any Final Super Rugby Squad;
 - (ii) whether or not you are selected to any New Zealand Team; or
 - (iii) whether you are unable to play Rugby due to suspension, illness or injury, (subject to this Collective Agreement).

Your NZ Rugby Retainer is comprised of your Super Rugby Retainer Component and your NZRU Retainer Component in each Contract Year, and is set out below:

Contract Year	Super Rugby Retainer Component	NZRU Retainer Component	(NZ Rugby Retainer)
TOTAL			

Your NZ Rugby Retainer will be paid to you in 12 equal monthly instalments in arrears on the last working day of each month from January to December of each Contract Year (or as otherwise agreed between the parties).

- (b) **Other Remuneration and Benefits – All Blacks Sevens Team:** by becoming a party to this NZ Rugby Contract, you may decide whether you wish to be available for selection to the All Blacks Sevens Team for the Commonwealth Games, the Olympics, the World Rugby Sevens World Cup or the World Rugby Sevens World Series, and confirm your decision by completing the declaration attached as Schedule 1 to this NZ Rugby Contract.

If you are selected to the All Blacks Sevens Team, you will be paid Sevens Assembly Fees for each Tournament (or part Tournament) which you are selected as follows:

Sevens Assembly Fees (per Player)	2022/23
World Series, Olympics, Commonwealth Games, Sevens Rugby World Cup	\$2,000/wk and pro-rata for part thereof
Other International Tournaments (including emerging/development Sevens Team)	\$1,000/wk and pro-rata for part thereof

- (c) **Other Remuneration and Benefits – New Zealand National Teams other than All Blacks Sevens Team:** if you are selected to certain other NZRU Teams during the term of this NZ Rugby Contract, you will be paid NZRU Team Selection Fees for each week (or part week, on a pro-rata basis, with a minimum payment of one week) that you are selected (except in the case of a replacement Player who is required for three days or less in any week, where that Player will be paid on a pro-rata basis for those days), as follows:

NZRU Team	Weekly Team Selection Fees 2022/23
All Blacks	\$7,500
All Blacks XV	\$3,500
Māori All Blacks Team	\$3,000
An All Blacks Trial Team	\$2,000

By becoming a party to this NZ Rugby Contract, you may also indicate whether you are eligible to play for the Māori All Blacks Team by completing the declaration attached as Schedule 2 to this NZ Rugby Contract.

- (d) **Other Remuneration and Benefits – Individual Performance Incentives and/or Non-Financial Benefits:** subject to clause 57.3 of the Collective Agreement, your Individual Performance Incentives (if any, and not exceeding 10% of your NZ Rugby Retainer in any Contract Year) and/or Non-Financial Benefits, if any, are as follows:

[NZRU to insert detail of amounts to be paid, and criteria for payment].

- (e) **Other Remuneration and Benefits – Super Rugby:** your Agreed Super Rugby Club may, in its discretion, pay you a bonus if you are a member of a Super Rugby Team which achieves a specified goal (which may include attaining a home semi or final game in the Super Rugby Competition).

General Terms and Conditions

The RPC and the NZRU are parties to a Collective Agreement and the terms and conditions of your employment are set out in that Collective Agreement. This NZ Rugby Contract is made subject to that Collective Agreement. Some of the terms used in this document are defined in the Collective Agreement, and you should read both documents to have a full understanding of the terms of your employment. The NZRU will make a copy of the Collective Agreement available to you.

If you are not a member of the RPC the terms of the Collective Agreement (with some exceptions) 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 NZRU 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 Collective Agreement will continue to apply after 30 days but you will be obliged to pay a bargaining fee, to be deducted from your guaranteed retainer and payable to the RPC. These terms and conditions will continue to apply until we both agree, in writing, to vary them.

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

- You may perform Personal Promotions but should refer to Part 3 of the Collective Agreement before agreeing to perform any such promotional activity.
- You and the NZRU may agree to terminate this employment relationship at any time. For more information about termination you should refer to Part 7 of the Collective Agreement.

- Your hours of work will be determined by the applicable weekly team or training schedule.
- Your primary place of work will be your team base or other location as required to meet your obligations under this contract. You may be required to travel, both nationally and/or internationally, as part of your duties.
- You are entitled to certain benefits in the event of illness or injury. For more information about these rights you should refer to Part 12 of the Collective Agreement.
- You are entitled to certain benefits in the unlikely event of restructuring or redundancy. For more information about these rights you should refer to Part 12 of the Collective Agreement.
- You will receive at least four weeks' annual leave in a continuous period in each Contract Year. You are also entitled to sick leave and bereavement leave as specified in the Collective Agreement. For more information about Leave you should refer to Part 12 of the Collective Agreement.
- Any employment problems or disputes will be resolved using the problem resolution provisions of the Collective Agreement. Any employment problems must be raised within 90 days of occurring. For more information about problem resolution you should refer to Part 12 of the Collective Agreement.

Acceptance

This is a significant legal document, and you are encouraged to get independent legal advice prior to entering into it. You must be given at least 14 days (where reasonably practical) to consider this NZ Rugby Contract before being required to agree to it.

If you agree to the terms of this NZ Rugby 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 Collective Agreement.

- I have received advice and assistance from an NZRPA Accredited Agent; or
- I hereby acknowledge that I have expressly waived my right to receive advice and assistance from an NZRPA Accredited Agent; and
- Where the Player is 19 years old or younger, I have obtained the NZRPA Accredited Agent Waiver Notice

[Player to tick the appropriate options]

Player

Date:

For and on behalf of the NZRU

Date:

For and on behalf of
the [Agreed Super Rugby Club] (may include Moana Pasifika)

Date:

SCHEDULE 1

I, _____, DO / DO NOT (circle one) wish to be available for selection to the All Blacks Sevens Team.

Player

Date:

SCHEDULE 2

I, _____, AM / AM NOT (circle one) eligible to represent the Māori All Blacks Team.

Player

Date:

Appendix 5:

NZ Rugby Interim Contract

Introduction

This NZ Rugby Interim Contract is an employment agreement under which you agree to provide your Employment Services to the NZRU [and your Agreed Super Rugby Club] for a specified period of time.

In addition to being available to play and train for [your Agreed Super Rugby Club and] NZRU Teams your duties will also include providing Promotional Services and Media Interviews.

You [, your Agreed Super Rugby Club] and the NZRU become parties to this NZ Rugby Interim Contract by completing and executing this document.

In addition to the terms contained in this fixed term employment agreement you are also subject to other important terms and conditions which apply to all players. Those terms are specified in the Collective Agreement between the NZRU and the RPC (*copy attached*). You should ensure that you read both of these contracts carefully as they detail your full rights and obligations.

Individual Terms and Conditions

1. Conditions

The Commencement of this NZ Rugby Interim Contract is conditional upon:

(a) [NZRU / Agreed Super Rugby Club to insert any relevant conditions].

This offer is open for you to accept until _____.

2. Term

Your NZ Rugby Interim Term is the period of time during which this Contract is in effect.

Your NZ Rugby Interim Term commences on _____ and expires on _____ (subject to the termination provisions contained in the Collective Agreement).

3. Agreed Super Rugby Club / NZRU Team (if applicable)

[EITHER

The NZRU will second you to your Agreed Super Rugby Club for your NZ Rugby Interim Term.

Your Agreed Super Rugby Club is _____.(may include Moana Pasifika)

OR

The NZRU Team(s) to which you will provide your Employment Services is/are _____.]

4. Remuneration

- (a) **Retainer:** your NZ Rugby Interim Retainer is an amount of money which the NZRU will pay you on a weekly basis:
- (i) whether or not you play Rugby for an NZRU Team; or
 - (ii) whether you are unable to play Rugby due to suspension illness or injury (subject to this Collective Agreement).

Your NZ Rugby Interim Retainer is:

[NZRU / Super Rugby Club to complete]

Your NZ Rugby Interim Retainer will be paid to you monthly in arrears on the last working day of each month (or as otherwise agreed between the parties).

- (b) **Other Remuneration and Benefits – All Blacks Sevens Team:** by becoming a party to this NZ Rugby Interim Contract, you may decide whether you wish to be available for selection to the All Blacks Sevens Team for the Commonwealth Games, the Olympics, the World Rugby Sevens World Cup or the World Rugby Sevens World Series, and confirm your decision by completing the declaration attached as Schedule 1 to this NZ Rugby Interim Contract.

If you provide Employment Services to the All Blacks Sevens Team, you will be paid Sevens Assembly Fees for each Tournament (or part Tournament) which you are selected as follows:

Sevens Assembly Fees (per Player)	2022/2023
Sevens World Series, Olympics, Commonwealth Games, Sevens Rugby World Cup	\$2,000 per weeks and pro-rata for part thereof
Other International Tournaments (including emerging/development Sevens Team)	\$1,000 per weeks and pro-rata for part thereof

- (c) **Other Remuneration and Benefits – New Zealand National Teams other than All Blacks Sevens Team:** if you provide Employment Services to certain other NZRU

Teams during the term of this NZ Rugby Interim Contract, you will be paid NZRU Team Selection Fees for each week (or part week, on a pro-rata basis, with a minimum payment of one week) that you are selected for that Team (except where you are a replacement Player who is required for three days or less in any week, where you will be paid on a pro-rata basis for those days) as follows:

NZRU Team	Weekly Team Selection Fees 2022/23
All Blacks	\$7,500
All Blacks XV	\$3,500
Māori All Blacks Team	\$3,000
An All Blacks Trial Team	\$2,000

By becoming a party to this NZ Rugby Interim Contract, you may also indicate whether you are eligible to play for the Māori All Blacks Team by completing the declaration attached as Schedule 2 to this NZ Rugby Interim Contract.

- (d) **Other Remuneration and Benefits – Super Rugby:** your Agreed Super Rugby Club may, in its discretion, pay you a bonus if you are a member of a Super Rugby Team which achieves a specified goal (which may include attaining a home semi or final game in the Super Rugby Competition).

General Terms and Conditions

The RPC and the NZRU are parties to a Collective Agreement and the terms and conditions of your employment are set out in that Collective Agreement. This NZ Rugby Interim Contract is made subject to that Collective Agreement. Some of the terms used in this document are defined in the Collective Agreement, and you should read both documents to have a full understanding of the terms of your employment. The NZRU will make a copy of the Collective Agreement available to you.

If you are not a member of the RPC the terms of the Collective Agreement (with some exceptions) 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 NZRU 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 Collective Agreement will continue to apply after 30 days but you will be obliged to pay a bargaining fee, to be deducted from your guaranteed retainer and payable to the RPC. These terms and conditions will continue to apply until we both agree, in writing, to vary them.

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

- You may perform Personal Promotions but should refer to Part 3 of the Collective Agreement before agreeing to perform any such promotional activity.
- You and the NZRU may agree to terminate this employment relationship at any time. For more information about termination you should refer to Part 7 of the Collective Agreement.
- Your hours of work will be determined by the applicable weekly team or training schedule.
- Your primary place of work will be your team base or other location as required to meet your obligations under this contract. You may be required to travel, both nationally and/or internationally, as part of your duties.
- You are entitled to certain benefits in the event of illness or injury. For more information about these rights you should refer to Part 12 of the Collective Agreement.
- You are entitled to certain benefits in the unlikely event of restructuring or redundancy. For more information about these rights you should refer to Part 12 of the Collective Agreement.
- Any employment problems or disputes will be resolved using the problem resolution provisions of the Collective Agreement. Any employment problems must be raised within 90 days of occurring. For more information about problem resolution you should refer to Part 12 of the Collective Agreement.

Acceptance

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

If you agree to the terms of this NZ Rugby Interim 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 Collective Agreement.

- I have received advice and assistance from an NZRPA Accredited Agent; or
- I hereby acknowledge that I have expressly waived my right to receive advice and assistance from an NZRPA Accredited Agent; and
- where the Player is 19 years old or younger, I have obtained the NZRPA Accredited Agent Waiver Notice

[Player to tick the appropriate options]

Player

Date:

For and on behalf of the NZRU

Date:

For and on behalf of
the [Super Rugby Club] (may include Moana Pasifika)

Date:

SCHEDULE 1

I, _____, DO / DO NOT (circle one) wish to be available for selection to the All Blacks Sevens Team.

Player

Date:

SCHEDULE 2

I, _____, AM / AM NOT (circle one) eligible to represent the Māori All Blacks Team.

Player

Date:

Appendix 6:

NZ Rugby National Development Contract

NZ Rugby National Development Contract

Between the New Zealand Rugby Union ("NZRU")

And [Player] ("You")

Introduction

This NZ Rugby National Development Contract is an employment agreement under which you agree to provide your Employment Services to the NZRU and your Agreed Super Rugby Club for a specified period of time.

In addition to being available to train with your Agreed Super Rugby Club and NZRU Teams your duties will also include providing Promotional Services and Media Interviews.

You, your Agreed Super Rugby Club and the NZRU become parties to this NZ Rugby National Development Contract by completing and executing this document.

In addition to the terms contained in this fixed term employment agreement you are also subject to other important terms and conditions which apply to all players. Those terms are specified in the Collective Agreement between the NZRU and the RPC (*copy attached*). You should ensure that you read both of these contracts carefully as they detail your full rights and obligations.

Individual Terms and Conditions

1. Conditions

The Commencement of this NZ Rugby National Development Contract is conditional upon:

- (a) **Release of Medical Information:** You agreeing (by signing and returning this NZ Rugby National Development Contract) to the release and use of your medical records, including your past injury, illness and rehabilitation history and information resulting from the medical fitness examination under paragraph (b) below, to the NZRU (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 NZRU and the NZRU being satisfied (acting reasonably) that, as at the date you accepted this NZ Rugby National Development Contract:

- (i) You are fit to train; and
- (ii) You do not have any injury (or illness) that may prevent you from training for the term of this NZ Rugby National Development Contract.

You are required to make yourself available to complete your medical fitness examination within two weeks following the date of your acceptance of this NZ Rugby National Development Contract. This examination may be done by your Super Rugby Team doctor or a doctor specified by the NZRU Medical Manager.

For the avoidance of doubt, should the NZRU not be satisfied (acting reasonably) of both (i) and (ii) above, this NZ Rugby National Development Contract shall not come into effect.

- (c) Acceptance of an approved Development Plan by NZ Rugby, including your acceptance to adhere to all pillars of development as set out in your development plan.

This offer is open for you to accept until [Date].

2. Term

Your NZ Rugby National Development Term is the period of time during which this Contract is in effect. You will be required to provide Employment Services as required by NZRU during the Super Rugby Pacific Competition.

Subject to your satisfaction of the conditions set out in clause 1 above and the termination provisions of the Collective Agreement, your NZ Rugby National Development Term will commence on [Date] and expire on [Date].

For the avoidance of doubt:

- (i) You are not eligible for selection in any match day squad for pre-season or Super Rugby competition matches unless you have been formally brought in as a replacement player as agreed with the NZ Rugby High Performance Player Development Manager and NZR.

3. Agreed Super Rugby Club

The NZRU will second you to your Super Rugby Club for your NZ Rugby National Development Term.

Your Agreed Super Rugby Club is the [Insert Team] (may include Moana Pasifika).

Your Agreed Super Rugby Club in conjunction with NZRU will provide you with a personalised development plan.

4. Remuneration

- (a) **Retainer:** your NZ Rugby National Development Retainer is an amount of money which the NZRU will pay you on an annual basis:
 - (i) whether you are unable to train due to injury (subject to this Collective Agreement).

Your NZ Rugby National Development Retainer is:

\$17,500 (gross) for the Term.

Your NZ Rugby National Development Retainer will be paid to you in [insert number] equal monthly instalments in arrears on the last working day of each month from [Date] to [Date] (or as otherwise agreed between the parties).

In the event that you are formally brought in as a replacement player during the competition you will be paid an additional \$1,000 (gross) per week.

General Terms and Conditions

The RPC and the NZRU are parties to a Collective Agreement and the terms and conditions of your employment are set out in that Collective Agreement. This NZ Rugby National Development Contract is made subject to that Collective Agreement. Some of the terms used in this document are defined in the Collective Agreement, and you should read both documents to have a full understanding of the terms of your employment. The NZRU will make a copy of the Collective Agreement available to you.

If you are not a member of the RPC the terms of the Collective Agreement (with some exceptions) 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 NZRU 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 Collective Agreement will continue to apply after 30 days but you will be obliged to pay a bargaining fee, to be deducted from your guaranteed retainer and payable to the RPC. These terms and conditions will continue to apply until we both agree, in writing, to vary them.

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

- You may perform Personal Promotions but should refer to Part 3 of the Collective Agreement before agreeing to perform any such promotional activity.
- You and the NZRU may agree to terminate this employment relationship at any time. For more information about termination you should refer to Part 7 of the Collective Agreement.
- Your hours of work will be determined by the applicable weekly team or training schedule.
- Your primary place of work will be your team base or other location as required to meet your obligations under this contract. You may be required to travel, both nationally and/or internationally, as part of your duties.
- You are entitled to certain benefits in the event of illness or injury. For more information about these rights you should refer to Part 12 of the Collective Agreement.
- You are entitled to certain benefits in the unlikely event of restructuring or redundancy. For more information about these rights you should refer to Part 12 of the Collective Agreement.
- Any employment problems or disputes will be resolved using the problem resolution provisions of the Collective Agreement. Any employment problems must be raised within 90 days of occurring. For more information about problem resolution you should refer to Part 12 of the Collective Agreement.

Acceptance

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

If you agree to the terms of this NZ Rugby National Development 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 Collective Agreement.

- I have received advice and assistance from an NZRPA Accredited Agent;

- I hereby acknowledge that I have expressly waived my right to receive advice and assistance from an NZRPA Accredited Agent and, where the Player is 19 years old or younger; or
- I have obtained the NZRPA Accredited Agent Waiver Notice.

_____ Date:
[Player]

_____ Date:
For and on behalf of the NZRU

_____ Date:
For and on behalf of
the [Super Rugby Club] (may include Moana Pasifika)

Appendix 7:

NZ Rugby Draft Contract

Introduction

This NZ Rugby Draft Contract is an employment agreement under which you agree to provide your Employment Services to the NZRU and your Agreed Super Rugby Club.

In addition to being available to play and train for your Agreed Super Rugby Club and other NZRU Teams your duties will also include providing Promotional Services and Media Interviews.

You, your Agreed Super Rugby Club and the NZRU become parties to this NZ Rugby Draft Contract as a result of your selection during the Super Rugby Selection Process.

In addition to the terms contained in this fixed term employment agreement you are also subject to other important terms and conditions which apply to all players. Those terms are specified in the Collective Agreement between the NZRU and the RPC (*copy attached*). You should ensure that you read both of these contracts carefully as they detail your full rights and obligations.

Individual Terms and Conditions

1. Conditions

The commencement of this NZ Rugby Draft Contract is conditional upon:

- (a) **Release of Medical Information:** You agreeing (by signing and returning this NZ Rugby Draft Contract) to the release and use of your medical records, including your past injury, illness and rehabilitation history and information resulting from the medical fitness examination under paragraph (b) below, to the NZRU and your Agreed Super Rugby Team (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 NZRU and/or your Agreed Super Rugby Team and the NZRU being satisfied (acting reasonably) that, as at the date you accepted this NZ Rugby Draft Contract:
 - (i) You are fit to train and play;
 - (ii) You do not have any injury (or illness) that may prevent you from training and playing for the term of this NZ Rugby Draft Contract.

Subject to your acceptance of this NZ Rugby Draft Contract, you are required to make yourself available to complete your medical fitness examination within two weeks. This examination may be done by your Agreed Super Rugby Team doctor, or a doctor specified by the NZRU Medical Manager.

For the avoidance of doubt, should the NZRU not be satisfied (acting reasonably) of both (i) and (ii) above, this NZ Rugby Draft Contract shall not come into effect;

(c) **Traveling Overseas:** you not being prevented from entering or returning from, any country that you may be required to travel to as part of your duties as a professional Rugby Player; and

(d) **Eligibility Confirmation:** confirmation that:

(i) You are eligible to play for New Zealand national representative teams under the World Rugby Regulations; and

You will not make yourself available for selection for any national representative team of any national union other than the NZRU. You and a solicitor must complete the form set out in Schedule 3 attached to this NZ Rugby Draft Contract.

1. Term

Your NZ Rugby Draft Term is the period of time during which this NZ Rugby Draft Contract is in effect.

Your NZ Rugby Draft Term will be deemed to commence on 1 November [year] (**Commencement Date**) and expires on _____ (subject to the termination provisions contained in the Collective Agreement).

2. Agreed Super Rugby Club

The NZRU will second you to your Agreed Super Rugby Club for each Super Rugby Competition during your NZ Rugby Draft Term. That Super Rugby Club may select you on merit or as a replacement Player for its Super Rugby Team.

Your Agreed Super Rugby Club is _____ (may be Moana Pasifika).

3. Remuneration

(a) **Retainer:** your NZ Rugby Draft Retainer is an amount of money which the NZRU and your Agreed Super Rugby Club will pay you in each Contract Year:

- (i) whether or not you play Rugby for an NZRU Team; or
- (ii) whether you are unable to play Rugby due to suspension illness or injury (subject to this Collective Agreement).

Your NZ Rugby Draft Retainer is:

[NZRU / Super Rugby Club to complete]

Your NZ Rugby Draft Retainer will be paid to you monthly in arrears on the last working day of each month from November to July (or as otherwise agreed between the parties).

- (b) **Other Remuneration and Benefits – All Blacks Sevens Team:** by becoming a party to this NZ Rugby Draft Contract, you may decide whether you wish to be available for selection to the All Blacks Sevens Team for the Commonwealth Games, the Olympics, the World Rugby Sevens World Cup or the World Rugby Sevens World Series, and confirm your decision by completing the declaration attached as Schedule 1 to this NZ Rugby Draft Contract.

If you are selected to the All Blacks Sevens Team, you will be paid Sevens Assembly Fees for each Tournament (or part Tournament) which you are selected as follows:

Sevens Assembly Fees (per Player)	2019/202022/23
Sevens Assembly FeesWorld Series, Olympics, Commonwealth Games, Sevens Rugby World Cup	\$2,000 per week and pro-rata for part thereof
Other International Tournaments (including emerging/development Sevens Team)	\$1,000 per week and pro-rata for part thereof

- (c) **Other Remuneration and Benefits – New Zealand National Teams other than All Blacks Sevens Team:** if you are selected to certain other NZRU Teams during the term of this NZ Rugby Draft Contract, you will be paid NZRU Team Selection Fees for each week (or part week, on a pro-rata basis, with a minimum payment of one week) that you are selected (except in the case of a replacement Player who is required for three days or less in any week, where that Player will be paid on a pro-rata basis for those days), as follows:

NZRU Team	Weekly Team Selection Fees 2022/23
All Blacks	\$7,500
All Blacks XV	\$3,500
Māori All Blacks Team	\$3,000
An All Blacks Trial Team	\$2,000

By becoming a party to this NZ Rugby Draft Contract, you may also indicate whether you are eligible to play for the Māori All Blacks Team by completing the declaration attached as Schedule 2 to this NZ Rugby Draft Contract.

General Terms and Conditions

The RPC and the NZRU are parties to a Collective Agreement and the terms and conditions of your employment are set out in that Collective Agreement. This NZ Rugby Draft Contract is made subject to that Collective Agreement. Some of the terms used in this document are defined in the Collective Agreement, and you should read both documents to have a full understanding of the terms of your employment. The NZRU will make a copy of the Collective Agreement available to you.

If you are not a member of the RPC the terms of the Collective Agreement (with some exceptions) 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 NZRU 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 Collective Agreement will continue to apply after 30 days but you will be obliged to pay a bargaining fee, to be deducted from your guaranteed retainer and payable to the RPC. These terms and conditions will continue to apply until we both agree, in writing, to vary them.

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

- You may perform Personal Promotions but should refer to Part 3 of the Collective Agreement before agreeing to perform any such promotional activity.
- You and the NZRU may agree to terminate this employment relationship at any time. For more information about termination you should refer to Part 7 of the Collective Agreement.
- Your hours of work will be determined by the applicable weekly team or training schedule.
- Your primary place of work will be your team base or other location as required to meet your obligations under this contract. You may be required to travel, both nationally and/or internationally, as part of your duties.
- You are entitled to certain benefits in the event of illness or injury. For more information about these rights you should refer to Part 12 of the Collective Agreement.
- You are entitled to certain benefits in the unlikely event of restructuring or redundancy. For more information about these rights you should refer to Part 12 of the Collective Agreement.
- You will receive at least four weeks' annual leave in a continuous period in each Contract Year. You are also entitled to sick leave and bereavement leave as specified in the Collective Agreement. For more information about Leave you should refer to Part 12 of the Collective Agreement.

- Any employment problems or disputes will be resolved using the problem resolution provisions of the Collective Agreement. Any employment problems must be raised within 90 days of occurring. For more information about problem resolution you should refer to Part 12 of the Collective Agreement.

Acceptance

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

If you agree to the terms of this NZ Rugby Draft 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 Collective Agreement.

- ☐ I have received advice and assistance from an NZRPA Accredited Agent; or
- ☐ I hereby acknowledge that I have expressly waived my right to receive advice and assistance from an NZRPA Accredited Agent; and
- ☐ where the Player is 19 years old or younger, I have obtained the NZRPA Accredited Agent Waiver Notice

[Player to tick the appropriate options]

SCHEDULE 1

I, _____, DO / DO NOT (circle one) wish to be available for selection to the All Blacks Sevens Team.

Player

Date:

SCHEDULE 2

I, _____, AM / AM NOT (circle one) eligible to represent the Māori All Blacks Team.

Player

Date:

Appendix 8: Super Rugby Selection Process

Pursuant to the Collective Agreement, in each Contract Year each Super Rugby Club must select 38 Players in its Final Super Rugby Squad in accordance with the **Super Rugby Selection Process** as outlined in this Appendix 9 (as may be amended in accordance with the Collective Agreement).

Eligibility for Selection and Home Super Rugby Club

1. A Player must, by the **Super Rugby Eligibility Date**, be:
 - (a) a party to an NZ Rugby Contract with a term which encompasses at least the Super Rugby Competition in the following Contract Year; or
 - (b) a party to a Provincial Union Contract or Provincial Union Development Contract;

to be eligible for selection for an Initial Super Rugby Squad or Final Super Rugby Squad for the Super Rugby Competition in the following Contract Year.

2. In addition to the above, to be eligible to play for a Super Rugby Team a Player must also be eligible to represent New Zealand national representative teams under Regulation 8 of the World Rugby Regulations Relating to the Game, as may be amended by the World Rugby from time to time; however, a Player may, in the following circumstances, be eligible to play for a Super Rugby Team despite not being eligible to represent New Zealand national representative teams provided that the maximum number of Players who can be contracted by a Super Rugby Club pursuant to any of sub-clauses 2(ii)-(iii) is three in any Contract Year unless the NZRU approves otherwise:
 - (a) a Player who may become eligible to represent New Zealand national representative teams under the World Rugby Regulations (by being resident in New Zealand for five or more consecutive years, or under the Birthright transfer rule) is eligible to play for a Super Rugby Team if he is willing to become a party to an NZ Rugby Contract with an NZ Rugby Term of sufficient length that he will become eligible to represent New Zealand national representative teams by the expiry of that term.
 - (b) a Player who is not eligible to represent New Zealand but is eligible to represent a Pacific Island nation under the World Rugby Regulations is eligible to play for a Super Rugby Team.
 - (c) a Player who is eligible to represent a Foreign International Team other than a Pacific Island nation under the World Rugby Regulations is eligible to play for a Super Rugby Team provided that:

- (i) each Super Rugby Club may only be party to NZ Rugby Contracts (or NZ Rugby Draft Contracts) with a maximum of two such Players in any Contract Year; and
 - (ii) the NZRU's countersignature on such NZ Rugby Contracts (or NZ Rugby Draft Contracts) is subject to NZRU Board approval.
- (d) A Player who is eligible to represent New Zealand national representative teams but who is not resident in New Zealand and not otherwise party to any other Playing Contract may become eligible to play for a Super Rugby Team by becoming party to an NZ Rugby Contract (or NZ Rugby Draft Contract) for the length of the Super Rugby Competition only, provided that:
 - (i) Each Super Rugby Club may only be party to NZ Rugby Contracts (or NZ Rugby Draft Contracts) with a maximum of two such Players in any Contract Year; and
 - (ii) the NZRU's countersignature on such NZ Rugby Contracts (or NZ Rugby Draft Contracts) is subject to NZRU Board approval.
- (e) In respect of Players who may be eligible to play for a Super Rugby Team pursuant to sub-clauses 2(ii)-(iii), the following additional constraints shall apply to their contracting unless otherwise agreed by the NZRU:
 - (i) No more than one Player eligible pursuant to any of sub-clauses 2(ii)-(iii) may be contracted by a Super Rugby Club in a playing position, being prop, hooker, lock, loose forward, halfback, first five-eighth, midfield, outside back (and based on the player(s) primary playing position as determined by the NZRU); and
 - (ii) No more than 1 Player eligible pursuant to any of sub-clauses 2(ii)-(iii) may be contracted across New Zealand by Super Rugby Clubs in a specialist playing position, being tighthead prop, hooker, loosehead prop, lock, blindside flanker, openside flanker, No. 8, halfback, first five-eighth, second five-eighth, centre, wing or fullback (and based on the player(s) primary playing position as determined by the NZRU).
- 3. A Player's Home Super Rugby Club is the Super Rugby Club of his agreed Provincial Union (pursuant to his Provincial Union Contract) for the immediately preceding Premier Competition, except that, if, prior to the Super Rugby Eligibility Date, a Transfer (being a transfer between Provincial Unions) is agreed in writing and notified to the NZRU (even if it is to take effect at a later date), the Player's new agreed Provincial Union will be taken into account for the purpose of determining his Home Super Rugby Club for the following Super Rugby Competition.
- 4. The NZRU will distribute fortnightly updates from the first Monday in September up until Super Rugby Squad Confirmation Date in each Contract Year to all Super Rugby Clubs and the RPC of those players contracted on NZ Rugby Contracts or NZ Rugby Draft Contracts for the following Contract Year.

Final Super Rugby Squads

5. Subject to paragraph 6 below, by the Super Rugby Squad Confirmation Date in each Contract Year each Super Rugby Club must be a co-signatory to 32 NZ Rugby Contracts with 32 Available Players, and a co-signatory to 6 NZ Rugby Draft Contracts (in accordance with the provisions contained in clause 64.5 of this Collective Agreement) with 6 Available Players. Each Super Rugby Squad's group of 32 NZ Rugby Contracted Players must include:
 - (a) An actual playing 23, including two specialist halfbacks and hookers, and six front rowers in total.
6. For the purpose of the Super Rugby Selection Process, **Available Player** shall mean a Player who is or is expected to be fit to train and play Rugby for a Super Rugby Team during the Super Rugby Competition in the relevant Contract Year (as determined by the NZRU Medical Manager in consultation with Super Rugby Club medical personnel).

The NZRU shall:

- (a) confirm to a Super Rugby 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 Super Rugby Squad; and
 - (b) as soon as reasonably possible following the Super Rugby Eligibility Date, circulate the names of Players who are party to NZ Rugby Contracts but who are not Available Players for the Super Rugby Competition in the following Contract Year.
7. For the purpose of the Super Rugby Selection Process, a Player who is an Available Player but who has an injury or illness that will prevent the Player from playing for his Super Rugby Team for at least the first six weeks of the Super Rugby Competition in the following Contract Year (as confirmed by the NZRU Medical Manager) may be deemed at any time prior to the Super Rugby Eligibility Date to be the subject of a Medical Exemption (in accordance with the terms of the Collective Agreement).
8. A Player who is subject to a Medical Exemption will be automatically moved into the NZ Rugby Draft Contract Player group of his Agreed Super Rugby Club for the Contract Year of the relevant Super Rugby Competition only, following notification to the Player. Following notification, the Player can be replaced in his Agreed Super Rugby Club's Initial Super Rugby Squad to finalise that Super Rugby Club's Final Super Rugby Squad.

Review of Selected Squads

9. The NZRU will consult with the RPC to manage any issues arising during the course of the Super Rugby Selection Process leading up to the Super Rugby Squad Confirmation Date to determine any issues in relation to, and ensure compliance with, the Super Rugby Selection Process, and oversee any contested replacement Player issues under the Super Rugby Replacement Player Protocols during the season.

Operational Detail and Timetable

10. The NZRU and RPC will each year, review the operation and timing of the Super Rugby Selection Process as outlined in this Appendix 8, and consider the need for amendment (in accordance with clause 4.3 of the Collective Agreement).

Appendix 9:

NZRU Sevens Contract

Introduction

This NZRU Sevens Contract is an employment agreement under which you agree to provide your Employment Services to the NZRU (through the All Blacks Sevens Team or such other NZRU Teams as you may be selected for) for a specified period of time.

In addition to being available to play and train for the All Blacks Sevens Team your duties will also include providing Promotional Services and Media Interviews.

You and the NZRU become parties to this NZRU Sevens Contract by completing and executing this document.

In addition to the terms contained in this fixed term employment agreement you are also subject to other important terms and conditions which apply to all players. Those terms are specified in the Collective Agreement between the NZRU and the RPC (*copy attached*). You should ensure that you read both of these contracts carefully as they detail your full rights and obligations.

Individual Terms and Conditions

1 Conditions

The commencement of this NZRU Sevens Contract is conditional upon:

- (a) **Release of Medical Information:** you agreeing (by signing and returning this NZRU Sevens Contract) to the release and use of your medical records, including your past injury, illness and rehabilitation history and information resulting from the medical examination under paragraph (b) below, to the NZRU (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 NZRU and the NZRU being satisfied (acting reasonably) that:
 - (a) you are fit to train and play; and
 - (b) you do not have any injury (or illness) that may prevent you from training and playing for the term of this NZRU Sevens Contract.

You are required to make yourself available to complete your medical fitness examination within one week following the date of your acceptance of this NZRU Sevens Contract. This examination may be done by your Provincial Union doctor or a doctor specified by the NZRU Medical Director.

For the avoidance of doubt, should the NZRU not be satisfied (acting reasonably) of both (i) and (ii) above, this NZRU Sevens Contract shall not come into effect; and

- (c) **Travelling Overseas:** you not being prevented from entering, or returning from, any country that you may be required to travel to as part of your duties as a professional Rugby Player.

This offer is open for you to accept until _____.

2 Term

Your NZRU Sevens Term is the period of time during which this NZRU Sevens Contract is in effect.

Your NZRU Sevens Term commences on the date you sign this NZRU Sevens Contract and satisfy the conditions set out in clause 1 above ("Commencement Date") and expires on _____ (subject to the termination provisions contained in the Collective Agreement).

3 Retainer

- (a) **Retainer:** your NZRU Sevens Retainer is an amount of money which the NZRU will pay you in each Contract Year:
- (i) whether or not you play Sevens Rugby for the All Blacks Sevens Team in any particular Tournament; or
 - (ii) whether you are unable to play Sevens Rugby due to suspension (subject to this Collective Agreement), illness or injury.

Your NZRU Sevens Retainer in each Contract Year is:

_____ Total NZRU Sevens Retainer for Term

[NZRU to complete]

Your NZRU Sevens Retainer will be paid to you in equal monthly instalments in arrears on the last working day of each month (or as otherwise agreed between the parties).

- (b) **Other Remuneration and Benefits – Sevens Tournament Assembly Fees:** each time you are selected to provide your Playing Services to the All Blacks Sevens Team at a particular Tournament the NZRU will pay you \$2,000 (gross) per week of Assembly and pro-rata for part weeks.

- (c) **Other Remuneration and Benefits – NZRU Teams other than All Blacks Sevens Team:** if you are selected to certain other NZRU Teams during the term of this NZRU Sevens Contract, you will be paid NZRU Team Selection Fees for each week (or part week, on a pro-rata basis, with a minimum payment of one week) that you are selected, except in the case of a replacement Player who is required for three days or less in any week, where that Player will be paid on a pro-rata basis for those days), as follows:

NZRU Team	Weekly Team Selection Fees –2022/2023
All Blacks	\$7,500
All Blacks XV	\$3,500
Māori All Blacks Team	\$3,000
An All Blacks Trial Team	\$2,000

By becoming a party to this NZRU Sevens Contract, you may also indicate whether you are eligible to play for the Māori All Blacks Team by completing the declaration attached as Schedule 1 to this NZRU Sevens Contract.

General Terms and Conditions

The RPC and the NZRU are parties to a Collective Agreement and the terms and conditions of your employment are set out in that Collective Agreement. This NZRU Sevens Contract is made subject to that Collective Agreement. Some of the terms used in this document are defined in the Collective Agreement, and you should read both documents to have a full understanding of the terms of your employment. The NZRU will make a copy of the Collective Agreement available to you.

If you are not a member of the RPC the terms of the Collective Agreement (with some exceptions) 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 NZRU 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 Collective Agreement will continue to apply after 30 days but you will be obliged to pay a bargaining fee, to be deducted from your guaranteed retainer and payable to the RPC. These terms and conditions will continue to apply until we both agree, in writing, to vary them in.

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

- You may perform Personal Promotions but should refer to Part 3 of the Collective Agreement before agreeing to perform any such promotional activity.
- You and the NZRU may agree to terminate this employment relationship at any time. For more information about termination you should refer to Part 7 of the Collective Agreement.

- Your hours of work will be determined by the applicable weekly team or training schedule.
- Your primary place of work will be your team base or other location as required to meet your obligations under this contract. You may be required to travel, both nationally and/or internationally, as part of your duties.
- You are entitled to certain benefits in the event of illness or injury. For more information about these rights you should refer to Part 12 of the Collective Agreement.
- You are entitled to certain benefits in the unlikely event of restructuring or redundancy. For more information about these rights you should refer to Part 12 of the Collective Agreement.
- You will receive at least four weeks' annual leave in a continuous period in each Contract Year. You are also entitled to sick leave and bereavement leave as specified in the Collective Agreement. For more information about Leave you should refer to Part 12 of the Collective Agreement.
- Any employment problems or disputes will be resolved using the problem resolution provisions of the Collective Agreement. Any employment problems must be raised within 90 days of occurring. For more information about problem resolution you should refer to Part 12 of the Collective Agreement.

Acceptance

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

If you agree to the terms of this NZRU Sevens 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 Collective Agreement.

- ☐ I have received advice and assistance from an NZRPA Accredited Agent; or
- ☐ I hereby acknowledge that I have expressly waived my right to receive advice and assistance from an NZRPA Accredited Agent and, where the Player is 19 years old or younger

☐ I have obtained the NZRPA Accredited Agent Waiver Notice

[Player to tick the appropriate options]

Player

Date:

For and on behalf of the NZRU

Date:

SCHEDULE 1

I, _____, AM / AM NOT (circle one) eligible to represent the Māori All Blacks Team.

Player

Date:

Appendix 10:

Provincial Union Contract

Introduction

This Provincial Union Contract is an employment agreement under which you agree to be employed by the NZRU and be seconded to provide your Employment Services to a particular Provincial Union for a specified period of time.

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

You and the NZRU become parties to this Provincial Union Contract by completing and executing this document.

In addition to the terms contained in this fixed term employment agreement you are also subject to other important terms and conditions which apply to all players. Those terms are specified in the Collective Agreement between the NZRU and the RPC (*copy attached*). You should ensure that you read both of these contracts carefully as they detail your full rights and obligations.

Conditions

This offer is conditional on:

- (a) You undertaking a medical fitness examination within 2 weeks of you signing this contract and prior to the commencement of this contract (unless returning from overseas in which case the assessment shall be within 2 weeks of your return to NZ) and the [] Provincial Union being satisfied (acting reasonably) that:
 - (i) You are fit to train and play with immediate effect following that medical assessment; and
 - (ii) You do not have any pre-existing injury (or illness) that may prevent you from training and playing for the term of this Provincial Union Contract.
- (b) This offer is open for you to accept until _____.

Agreed Provincial Union

The NZRU will second you to an agreed Provincial Union Team in each Premier Competition during your Provincial Union Term. That Provincial Union may select you for its Provincial Union Teams.

Your agreed Provincial Union is _____.

Term

Your Provincial Union Term is the period of time during which this Provincial Union Contract is in effect.

Your Provincial Union Term commences on _____ and expires on _____
(subject to the termination provisions contained in the Collective Agreement).

If you are also a party to an NZ Rugby Contract which expires at the end of a particular Contract Year within your Provincial Union Term, and you do not enter into another NZ Rugby Contract for the remainder of your Provincial Union Term, you may terminate this Provincial Union Contract provided that you must notify your Agreed Provincial Union of your intention to terminate this Provincial Union Contract by no later than 15 April of the following Contract Year in order to exercise this right.

Retainer

Your Provincial Union Retainer is an amount of money which the Provincial Union will pay you in each Contract Year:

- (i) whether or not you are selected for the Provincial Union's Premier Competition Squad; or
- (ii) whether you are unable to play Rugby due to suspension, illness or injury (subject to this Collective Agreement).

Your Provincial Union Retainer in each Contract Year is:

_____ Total Provincial Union Retainer For Term

[Provincial Union to complete].

[Within your Provincial Union Retainer, the amount of \$[insert] (gross) in each Contract Year is contributed to by the [insert name] Super Rugby Club, in consideration of you granting that Super Rugby Club the opportunity to offer you an NZ Rugby Contract prior to entering an NZ Rugby Contract with any other Super Rugby Club. Where the contribution exceeds \$5,000 in a particular Contract Year the Super Rugby Club is entitled to assemble you for training and development purposes for up to 10 days in that Contract Year, and subject to the exemption process in the Collective Agreement.]

Your Provincial Union Retainer will be paid to you as follows:

[Provincial Union to insert detail of how Provincial Union Retainer will be paid (ie instalments and/or lump sums)].

Other remuneration and benefits

Provincial Union Teams may provide their players with Provincial Union Team Performance Incentives. The Provincial Union pays Players these amounts if its Premier Competition Team achieves one or more specified goals. You may qualify for such payments if you are selected for your agreed Provincial Union's Premier Competition Team. The specified goals, and amounts that would be payable to your team for the achievement of each goal, if any, are:

[Provincial Union to insert relevant details]

Your Provincial Union Individual Performance Incentives and Provincial Union Non-Financial Benefits (if any) are as follows:

[Provincial Union to insert detail of amounts to be paid, and criteria for payment].

General Terms and Conditions

The RPC and the NZRU are parties to a Collective Agreement and terms and conditions of employment which apply to you are set out in that Collective Agreement. This Provincial Union Contract is made subject to that Collective Agreement. Some of the terms used in this document are defined in the Collective Agreement, and you should read both documents to have a full understanding of the terms of your employment. Your Provincial Union will make a copy of the Collective Agreement available to you.

If you are not a member of the RPC the terms of the Collective Agreement (with some exceptions) 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 NZRU 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 Collective Agreement will continue to apply after 30 days but you will be obliged to pay a bargaining fee, to be deducted from your guaranteed retainer and payable to the RPC. These terms and conditions will continue to apply until we both agree, in writing, to vary them.

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

- You may perform Personal Promotions but should refer to Part 3 of the Collective Agreement before agreeing to perform any such promotional activity.
- You and your agreed Provincial Union (on behalf of the NZRU) may agree to terminate this employment relationship at any time. For more information about termination you should refer to Part 8 of the Collective Agreement.
- You are entitled to certain benefits in the event of illness or injury. For more information about these rights you should refer to Part 12 of the Collective Agreement.
- Your hours of work will be determined by the applicable weekly team or training schedule.

- Your primary place of work will be your team base or other location as required to meet your obligations under this contract. You may be required to travel, both nationally and/or internationally, as part of your duties.
- You are entitled to certain benefits in the unlikely event of restructuring or redundancy. For more information about these rights you should refer to Part 12 of the Collective Agreement.
- You will receive at least four weeks' annual leave in a continuous period in each Contract Year. You are also entitled to sick leave and bereavement leave as specified in the Collective Agreement. For more information about Leave you should refer to Part 12 of the Collective Agreement.
- Any employment problems or disputes will be resolved using the problem resolution provisions of the Collective Agreement. Any employment problems must be raised within 90 days of occurring. For more information about problem resolution you should refer to Part 12 of the Collective Agreement.

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 Provincial Union 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 Collective Agreement. You are also confirming that you have received advice and assistance from an NZRPA Accredited Agent. If you have not received advice and assistance from an NZRPA Accredited Agent, please select the following options where appropriate:

- ☐ I hereby acknowledge that I have expressly waived my right to receive advice and assistance from an NZRPA Accredited Agent;
- ☐ I am 19 years old or younger at the time I am presented with this Playing Contract and have obtained the NZRPA Accredited Agent Waiver Notice.

[Player to tick one of these options]

Player

Date:

For and on behalf of
the NZRU
Provincial Union:
Title:

Date:

Appendix 11:

Provincial Union Development Contract

Introduction

This Provincial Union Development Contract is an employment agreement under which you agree to be employed by the NZRU and be seconded to provide your Employment Services to a particular Provincial Union for a specified period of time.

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

You and the NZRU become parties to this Provincial Union Development Contract by completing and executing this document.

In addition to the terms contained in this fixed term employment agreement you are also subject to other important terms and conditions which apply to all players. Those terms are specified in the Collective Agreement between the NZRU and the RPC (*copy attached*). You should ensure that you read both of these contracts carefully as they detail your full rights and obligations.

Conditions

This offer is conditional on:

- (a) You undertaking a medical fitness examination within 2 weeks of you signing this contract and prior to the commencement of this contract (unless returning from overseas in which case the assessment shall be within 2 weeks of your return to NZ) and the [] Provincial Union being satisfied (acting reasonably) that:
 - (i) You are fit to train and play with immediate effect following that medical assessment; and
 - (ii) You do not have any pre-existing injury (or illness) that may prevent you from training and playing for the term of this Provincial Union Contract.
- (b) This offer is open for you to accept until _____.

Agreed Provincial Union

The NZRU will second you to an agreed Provincial Union Team in each Premier Competition during your Provincial Union Development Term. That Provincial Union may select you for its Provincial Union Teams.

Your agreed Provincial Union is _____.

Term

Your Provincial Union Development Term is the period of time during which this Provincial Union Development Contract is in effect.

Your Provincial Union Development Term commences on _____ and expires on _____ (subject to the termination provisions contained in the Collective Agreement).

If you are also a party to an NZ Rugby Contract which expires at the end of a particular Contract Year within your Provincial Union Development Term, and you do not enter into another NZ Rugby Contract for the remainder of your Provincial Union Development Term, you may terminate this Provincial Union Development Contract provided that you must notify your Agreed Provincial Union of your intention to terminate this Provincial Union Development Contract by no later than 15 April of the following Contract Year in order to exercise this right.

Retainer

Your Provincial Union Development Retainer is an amount of money which the Provincial Union will pay you in each Contract Year:

- (i) whether or not you are selected to any particular Team; or
- (ii) whether you are unable to play Rugby due to suspension (subject to this Collective Agreement), illness or injury.

Your Provincial Union Development Retainer in each Contract Year is:

_____ **Total Provincial Union Development Retainer**

[Provincial Union to complete].

Your Provincial Union Development Retainer will be paid to you as follows:

[Provincial Union to insert detail of how Provincial Union Development Retainer will be paid (ie instalments and/or lump sums)].

If your Provincial Union Development Retainer is less than \$2,500, you may, having afforded your existing Provincial Union an opportunity to offer you a Provincial Union Contract, terminate this Provincial Union Development Contract on four weeks' notice and enter into a Provincial Union Contract with a different Provincial Union.

Other remuneration and benefits

Subject to the Collective Agreement, where you are assembled and available to play in a Premier Competition match with a Premier Competition Team during the In-Season, the Provincial Union will pay you a Provincial Union Assembly Fee in Contract Year , \$1,250 (gross) each week or part week on a pro-rata basis (exclusive of your Provincial Union Development Retainer) in accordance with the Collective Agreement.

Alternatively, where you are assembled to train with a Premier Competition Team (including pre-season matches) within the hours 8.30am-5pm during the In-Season pending the naming of the Premier Competition Squad to the NZRU, and post that naming for assembly to train outside the hours of 8.30am -5pm and excluding Premier Competition matches, the Provincial Union will pay you a Provincial Union Training Fee of \$150 (gross) per day up to a maximum of 10 days (exclusive of your Provincial Union Development Retainer), in accordance with the Collective Agreement.

Provincial Union Teams may provide their players with Provincial Union Team Performance Incentives. The Provincial Union pays Players these amounts if its Premier Competition Team achieves one or more specified goals. You may qualify for such payments if you are selected for your agreed Provincial Union's Premier Competition Team. The specified goals, and amounts that would be payable to your team for the achievement of each goal, if any, are:

[Provincial Union to insert relevant details]

General Terms and Conditions

The RPC and the Provincial Union are parties to a Collective Agreement and the terms and conditions of your employment are set out in that Collective Agreement. This Provincial Union Development Contract is made subject to that Collective Agreement. Some of the terms used in this document are defined in the Collective Agreement, and you should read both documents to have a full understanding of the terms of your employment. The Provincial Union will make a copy of the Collective Agreement available to you.

If you are not a member of the RPC the terms of the Collective Agreement (with some exceptions) 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 NZRU 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 Collective Agreement will continue to apply after 30 days but you will be obliged to pay a bargaining

fee, to be deducted from your guaranteed retainer and payable to the RPC. These terms and conditions will continue to apply until we both agree, in writing, to vary them in.

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

- You may perform Personal Promotions but should refer to Part 3 of the Collective Agreement before agreeing to perform any such promotional activity.
- You and your agreed Provincial Union (on behalf of the NZRU) may agree to terminate this employment relationship at any time. For more information about termination you should refer to Part 8 of the Collective Agreement.
- Your hours of work will be determined by the applicable weekly team or training schedule.
- Your primary place of work will be your team base or other location as required to meet your obligations under this contract. You may be required to travel, both nationally and/or internationally, as part of your duties.
- You are entitled to certain benefits in the event of illness or injury. For more information about these rights you should refer to Part 12 of the Collective Agreement.
- You are entitled to certain benefits in the unlikely event of restructuring or redundancy. For more information about these rights you should refer to Part 12 of the Collective Agreement.
- You will receive at least four weeks' annual leave in a continuous period in each Contract Year. You are also entitled to sick leave and bereavement leave as specified in the Collective Agreement. For more information about Leave you should refer to Part 12 of the Collective Agreement.
- Any employment problems or disputes will be resolved using the problem resolution provisions of the Collective Agreement. Any employment problems must be raised within 90 days of occurring. For more information about problem resolution you should refer to Part 12 of the Collective Agreement.

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 Provincial Union Development 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 Collective Agreement. You are also confirming that you have received advice and assistance from an NZRPA Accredited Agent. If you have not received advice and assistance from an NZRPA Accredited Agent, please select the following options where appropriate:

- ☐ I hereby acknowledge that I have expressly waived my right to receive advice and assistance from an NZRPA Accredited Agent;

- ☐ I am 19 years old or younger at the time I am presented with this Playing Contract and have obtained the NZRPA Accredited Agent Waiver Notice.

[Player to tick one of these options]

Player

Date:

For and on behalf of
the NZRU
Provincial Union:
Title:

Date:

Appendix 12:

Broadcaster Access Protocols

A. *Player / Coach/ Referee Interviews – NZ Teams*

Pre Match/Match Week

- a) Host Broadcasters are entitled to interview a minimum of two players from the starting 15 (usually the captain and a senior Player) prior to kick off.
- b) These interviews will be primarily conducted upon a Team's arrival at the venue on match day.

During the week prior to the game a mid-week interview with one or more players will be made available, subject to team commitments, and these are to be discussed between Host Broadcaster and the Teams. Such interviews will generally be conducted as soon as the players arrive at the venue, or at their earliest convenience. Pre-arranged questions that can be provided beforehand are preferable.

Game Time

- c) Broadcasters may request to conduct an interview with one replacement player or an injured player from each team who has been replaced during the playing of the game. This can only occur with individual player consent.

An indication of intent should be included in the Broadcaster Request Template.

Half Time

- d) In the week of the match the broadcaster will have access to trainings for coach / player interviews unless a specific practice session is arranged as "closed". The broadcaster also has the right to attend team photo calls.

Post Match

- e) The captain and a minimum of two other players will be made available, provided the captain has not been injured and is not undergoing doping tests. Other post match interviews will also take place involving other players from each team in the tunnel in the recognised interview position in front of the appropriate media backdrop.

The following Interview protocols will be available in Australia, New Zealand and Fiji and other territories where the NZ Host Broadcaster has the live rights to broadcast the match:

In the application of the protocols to follow, particularly in relation to footage of players in dressing rooms or private areas, the NZRU will ensure Broadcasters agree to protect the modesty and dignity of Players. For example, the Broadcasters shall avoid footage that captures players in an emotional state that compromises their dignity or where they are under significant distress due to injury.

Pre-Match

- a) Broadcasters may request a short Pre Match interview with the Match Referee.

Half Time

- b) A broadcaster may request to interview the Team Captain or a senior player as teams make their way off the field toward the dressing rooms at Half Time. This can only occur with Team Management and individual player consent.
- c) The interview may take place 'on the move' as players are running from the field. Alternatively, it should take place in the standard interview position in the tunnel area. However, there should be no deviation from the player's route from field to dressing room.

The interview should consist of a maximum of two questions only and take no more than 20 seconds.

The player required should be identified by the broadcaster on the Request Template and the choice of player must be with the agreement of the Team Manager.

Post Match

A post match media conference will take place after every match. The captain from both teams are required to attend. If the captain is unavailable due to injury, a senior player is asked to stand in.

In addition to captain, the media may request additional players for the media conference. This request should be communicated to the teams via the Host Union's operations/media staff.

The exact timing of the media conference can vary depending on the venue, but a general guide would be:

- Home team – 30 minutes after fulltime
- Away team – 45-50 minutes after fulltime (or at the conclusion of the Home team)

The operations / media staff will communicate these timings to the teams and will escort the players and coaches from the change rooms to the media conference venue.

B. *Cameras in Dressing Rooms*

The Host Broadcaster will have the right to utilise 'in dressing room' cameras (i.e. 'Mini Cams') in the dressing rooms on the following basis:

a) MINI CAMERA

This is the current name for a handheld camera located in the tunnel and dressing area throughout match night. As per the agreed protocols, the following operations are permitted:

i) Pre Match

'Mini Cam' will film the arrival of the teams from bus to dressing room door and no further unless agreed to in advance by the Team Manager. Similarly this

camera will remain in this area to catch players leaving and returning to the dressing room at warm up time and half time also.

'Mini Cam' is permitted live access to the dressing room, '**sound OFF**' at the time and for the duration of the referee's pre match checks and briefing and from [45] minutes before the match.

ii) During the Match

'Mini Cam' can access a team dressing room at half-time (without audio).

iii) Post Match

'Mini Cam' may access a team dressing room post-match (without audio).

iv) Players returning to Dressing Room

Mini Cam can be used (without audio) as a Player return to the dressing room.

b) LIPSTICK CAMERA

This is a fixed, unmanned dressing room camera designed to give the viewer 'fly on the wall' access to a previously restricted team area. Such access is provided subject to the following conditions:

- Audio will be off at all times
- Pre-match – camera on from team run on minus 30 minutes*
- Half time – camera on
- Post match – camera off unless agreed between broadcaster and RPC
- Broadcasters to ensure on/off indicators for cameras are made clear to Players

Any breach of these protocols which compromises Player dignity will entitle RPC to revoke consent to the use of this particular protocol.

C. *Other Matters*

The Parties agree that the following provisions for access by the NZ Host Broadcaster to Players will apply, subject to Consultation with the RPC and Player agreement:

- a) access to Players for a day during Pre-Season to capture content for use in editorial, marketing or social media platforms (subject to such plans being in accordance with the Collective Agreement and approved by NZRU and RPC in advance); and
- b) a Player to appear in person (for up to an hour) provided that the NZ Host Broadcaster has sent a list of Players to NZRU, Super Rugby Clubs, Provincial Unions, NZRC and RPC by Sunday Night prior to the match the following weekend.

D. Good Faith

The Parties agree to discuss in good faith with the NZ Host Broadcaster (and any other host broadcasters) the following matters during the term:

- a) ways to enhance fan engagement via the access to Players including:
 - i) “mike-ing” of Players;
 - ii) use of Player Performance Information (able to be extracted from a match);
 - iii) human interest stories; and
 - iv) ways to enhance the Promotion of Rugby.
- b) ways to get all broadcasters contracted to broadcast matches covered by this Collective Agreement to cooperate in getting access to content and Players in a way that enhances fan engagement while respecting the interests of the Players.

Appendix 13: Personal Development Programme Budget Allocation Model

	Blues	Chiefs	Hurricanes	Crusaders	Highlanders
PDM Salary Max Contribution	\$95,000	\$95,000	\$95,000	\$95,000	\$95,000
Position related costs	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Total Payment to Franchise (m)	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
PDM operational Budget	\$17,500	\$17,500	\$17,500	\$17,500	\$17,500
Total Payment from PPP	\$117,500	\$117,500	\$117,500	\$117,500	\$117,500

\$587,500

	Northland	Auckland Harbour	Counties	BoP	Bay of Plenty	Taranaki	Manawatu	Tasman	Southland	Waikato	Wellington	Canterbury	Otago
PDM Salary Contribution (.5FTE)	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000
Position related costs	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Total payment to PU	\$46,500	\$46,500	\$46,500	\$46,500	\$46,500	\$46,500	\$46,500	\$46,500	\$46,500	\$46,500	\$46,500	\$46,500	\$46,500
PDM operational Budget	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
Total Payment from PPP	\$58,500	\$58,500	\$58,500	\$58,500	\$58,500	\$58,500	\$58,500	\$58,500	\$58,500	\$58,500	\$58,500	\$58,500	\$58,500

\$819,000

Note: This model is based in the assumption that PU PDM roles increase are all at minimum .5 FTE. Further provision for FT increase is detailed below.

Other PDP Costs:	
Provision for TBC increase in PU FTE	270,000
NZRPA Programme Management Fee	200,000
National Programme Related Costs	150,000
Annual Database Costs	30,000
National Practise Manager	130,000
Sevens PDM	120,000
	\$900,000

Note the \$5k contribution (representing 0.1 FTE) to Womens PDM for qualifying PU's will be applied out of this line

Total budgeted PPP Spend for PDP Programme **\$2,306,500**

Appendix 14:

Medical Research Data

Obtaining informed consent from individuals to use their personal medical information is considered a fundamental cornerstone of all ethical medical and scientific research. The use of information concerning individual Players employed by the NZRU for medical and scientific research purposes has privacy and consent considerations. In New Zealand, the right of the individual to privacy in respect of their personal information is addressed in the Privacy Act 2020 and further codified by the Health Information Privacy Code 1994 for use in the health context.

New Zealand Rugby

- (i) NZRU undertakes to comply with all relevant legislation and regulations in respect of the collection and storage of information about players whether it be medical, scientific, or more generally.
- (ii) NZRU routinely collects and stores various types of information on players as part of their employment. These are termed data sets within medical and scientific research settings.
- (iii) NZRU conducts internal research using these data sets for the purposes of improving its business practices.
- (iv) From time to time, NZRU also publishes research papers from the data sets collected to assist with managing risks associated with participation in professional rugby.

a. Data Sets and Research Projects

Specific data sets collected (List A) and research projects (List B) undertaken for which consent is provided via Section 68 of the Collective Agreement are included here.

- (i) **List A – Data Sets**
 - Anthropometric data
 - Fitness testing results
 - Dietary habit and body composition information
 - Well-being monitoring scores
 - Match performance data
 - ACC Injury claims data
 - Baseline and post injury concussion tests
- (ii) **List B – Research Projects**
 - New Zealand Rugby Injury Surveillance Project
 - World Rugby Head Injury Assessment Research Project
 - Long term follow-up of player health, fitness and performance (including use of neuro-psychological assessments)

b. Data sets and Projects not listed

All other data sets and research projects, whether the intention is to ultimately publish externally or not, require the specific written consent of each individual player who is involved in project.

c. External Publication

Any externally published information on players by NZRU or a third party must ensure that the information is anonymised and that individual players cannot be identified. Furthermore, ethics approval from a recognised research institution must be obtained in respect to all externally published research projects.

d. Interventional Research

NZ Rugby recognises its obligation to collect individual consent for any research projects that involve interventions that may alter the normal risks faced by players in their day to day employment issues, and for any research project not undertaken directly by, or in collaboration with, NZRU staff.

e. List Modification

From time to time, it may be considered appropriate that further data sets and/or research projects are added to List A and B. This will require a written approval of the RPC.

Appendix 15:

NZRC LP Matters

1. Relationship Principles

1.1. The following are the core relationship principles to apply between NZRC LP and RPC/NZRPA.

- (a) NZRC LP will honour the values that are reflected in the Brand Guidelines relating to the National Teams and Additional NZR Teams (as applicable) that it will be responsible for commercialising;
- (b) The parties will operate in a collaborative way in the spirit of partnership in relation to key decision making processes;
- (c) Obligations in the Relationship Agreement to Consult will be honoured by providing all relevant information to the other party to the Relationship Agreement prior to any final decision being made in such a time-frame as to allow a meaningful opportunity to provide input into the relevant decision;
- (d) In entering into, amending, renewing or terminating arrangements including any NZR Agreement (as defined in the Relationship Agreement) and otherwise making decisions, NZR shall in good faith not take any action or inaction nor enter into any arrangement in which the amounts or benefits which would otherwise have been receivable by NZRC LP are reduced and the amount or benefits due to NZR or any member of the NZR Group or any other related person are enhanced;
- (e) The parties will be open and respectful in their dealing with each other with the aim of making decisions by consensus;
- (f) Each entity will share, subject to obligations of confidentiality or privacy, any relevant information that will assist the other entity in the carrying out of their obligations or the exercising of their rights under this Collective Agreement or any of the above transaction documents;
- (g) With certain limited exceptions, NZRC LP is entitled to exploit and receive the benefit of all commercial rights and benefits in relation to professional rugby union as are available to NZRU as at the date of the Relationship Agreement or in the future.

2. Obligations on NZR

2.1. The following obligations apply to NZRU in relation to the operation of NZRC LP:

- (a) NZRU will notify the RPC within 48 hours of any activity that may constitute a Prohibited Activity or a Restricted Activity as defined in the Relationship Agreement that has material impact on Players;

- (b) NZRU will Consult with the RPC in relation to any development of NZR Intellectual Property which involves the use of Player Licence Property in accordance with the terms of this Collective Agreement;
- (c) NZRU will notify the RPC of any proposal by NZRC LP to modify or vary any NZR Intellectual Property as defined in the Relationship Agreement utilising Player Licence Property;
- (d) RPC will be consulted in the development of the Business Plan for NZRC LP as defined in the Governance Agreement;
- (e) NZRU will notify RPC of any dispute between NZRC LP and NZR that has the potential to have a material impact on Players;
- (f) NZRU, within 48 hours of receiving formal notification, will inform the RPC about any proposed internal transfer of ownership of its partnership interest in NZRC LP by Silver Lake;
- (g) NZRU will notify the RPC in the event that it receives a Disposal Notice as defined in the Limited Partnership Agreement for NZRC LP from Silver Lake indicating an intention to sell its stake in NZRC LP and trigger the disposal process set out in that agreement.

Note: The term “Silver Lake” refers to the Silver Lake entity which is party to the transaction documents.