



To: **Secretaries / Chief Executive Officers of Unions and Regional Associations in Membership of World Rugby**

From: **David Carrigy**  
**Chief International Relations & Participation Officer**

Date: **November 24, 2023**

Re: **World Rugby Special and Interim Meeting of Council**  
**World Rugby Council Decisions: Notice of Amendments to World Rugby Regulations**

At its Special and Interim Meeting of Council held on October 24, 2023 Council agreed the following:

**Notice of Amendments to World Rugby Regulations**

- (1) Regulation 8: Eligibility to Play for National Representative Teams – [attached annex 1 \(page 2\)](#)  
***Implementation date: August 1, 2024 (with individual pre-approval possible for players currently resident in the Country of a Union but not registered with a Rugby Body in the Union)***
- (2) Regulation 9: Availability of Players & Regulation 23: Insurance – [attached annex 2 \(page 10\)](#)  
***Implementation date – January 1, 2026***

Yours sincerely,

A handwritten signature in blue ink, appearing to read 'David Carrigy'.

**David Carrigy**  
**Chief International Relations & Participation Officer**



## **ANNEX ONE**

### **Regulation 8: Eligibility to Play for National Representative Teams**

**Implementation Date: August 1, 2024 (with individual pre-approval possible for players currently resident in the Country of a Union but not registered with a Rugby Body in the Union)**

## REGULATION 8. ELIGIBILITY TO PLAY FOR NATIONAL REPRESENTATIVE TEAMS

**8.1** Subject to Regulation 8.2, a Player may only play for the senior fifteen-a-side National Representative Team, the next senior fifteen-a-side National Representative Team and the senior National Representative Sevens Team of the Union of the country with which the Player has a genuine, close, credible and established national link in which:

- (a) the Player was born; or
- (b) one parent or grandparent was born; or
- (c) the Player has ~~completed sixty [4] consecutive months of Residence~~been registered exclusively with a Rugby Body in the country for sixty months immediately preceding the time of playing; or
- (d) the Player has completed ten years of cumulative Residence preceding the time of playing.

**8.2** Subject to Regulations 8.6 and 8.7, a Player who has played for:

- (a) the senior fifteen-a-side National Representative Team of a Union; or
- (b) the next senior fifteen-a-side National Representative Team of a Union; or
- (c) the senior National Representative Sevens Team of a Union,

is not eligible to play for the senior fifteen-a-side National Representative Team or the next senior fifteen-a-side National Representative Team or the senior National Representative Sevens Team of another Union ~~[2]~~.

**8.3** For the purposes of this Regulation, a Player is deemed to have played for the senior fifteen-a-side National Representative Team or the next senior fifteen-a-side National Representative Team of a Union if as set out in Figure 1 of Explanatory Guideline XX:

~~(a) The Player is selected for such team to play in an International Match against the senior fifteen-a-side National Representative Team or the next senior fifteen-a-side National Representative Team of another Union (or in a fifteen-a-side international Match against another Union's senior or next senior Touring Squad during a World Rugby approved International Tour) and is present at the Match played by that team either as a replacement, substitute or a playing member of that team and has, at the time of the Match, reached the age of majority; or~~

~~(b) The Player is selected to represent a Union's senior Touring Squad on an International Tour which includes an International Match or Matches approved by World Rugby and is present at any fifteen-a-side Match played on that International Tour either~~

~~as a replacement, substitute or a playing member of a team selected from the Union's senior Touring Squad and has, at the time of the Match, reached the age of majority; or~~

~~(c) The Player is selected to represent a Union's next senior Touring Squad on a World Rugby approved International Tour and during that International Tour the Player is present at a Match against the senior fifteen-a-side National Representative Team or the next senior fifteen-a-side National Representative Team of another Union either as a replacement, substitute or playing member of a team selected from the Union's next senior Touring Squad and has, at the time of the Match reached the age of majority.~~

~~(d) Before January 1, 2018, the Player is selected to represent the Under 20s National Representative Team of a Union which has been pre-designated as that Union's next senior fifteen-a-side National Representative Team and the Player is part of the team which participates in an International Match as part of the World Rugby Junior World Championships, World Rugby Junior World Rugby Trophy or the Six Nations U20 Championship and is present at the Match played by that Team either as a replacement, substitute or playing member of that Team and has, at the time of the Match, reached the age of majority [3].~~

**8.4** For the purposes of this Regulation, a Player is deemed to have played for the ~~senior~~Senior National Representative ~~Sevens~~ Team of a Union if the Player is:

(a) selected to represent a Union's senior National Representative Sevens Team in an International Match against the senior National Representative Sevens Team of another Union and is present at the Match played by that Team either as a replacement, substitute or playing member of that Team, and the Player has, on or before the date of the Match, reached the age of majority; or

(b) selected to represent a Union's National Representative Sevens Team in the Olympic Games or the Rugby World Cup Sevens and is present at ~~such~~such tournament either as a replacement, substitute or playing member of that Team having reached the age of majority on or before the date of participation in such tournament.

## **8.5 Responsibility, breach and penalties for a breach of Regulation 8**

### **8.5.1 Unions**

Regulation 8 is a strict liability offence and shall be construed in accordance with the principles of strict liability under English law. It is not, therefore, necessary that fault or intent on the part of a Union be shown in order for a breach of Regulation 8 to be established. Nor is lack of fault or intent on the part of a Union a defence to a breach of Regulation 8. For the avoidance of any doubt (and without limiting a Union's other obligations and responsibilities for the conduct, acts or omissions of its members and Persons under its jurisdiction pursuant to any other Regulation) Unions are responsible and accountable for the conduct of their Players and all Persons under its jurisdiction in relation to compliance with the provisions of Regulation 8 and any breach of Regulation 8 by such Player(s) or Person(s) shall be deemed to be a breach of Regulation 8 by the Union concerned. Each breach of Regulation 8 by a Union, howsoever arising, will result in a

minimum fixed fine being imposed on the Union concerned. The minimum fixed fines for each breach of Regulation 8 are as follows:

- (a) For a Union that is represented on the Council £100,000 sterling;
- (b) For all other World Rugby Member Unions £25,000 sterling.

Based on the facts and circumstances of any breach of Regulation 8 the applicable minimum fixed fine as set out above may be increased. In addition, other penalties as set out in Regulation 19.4 may also be imposed on the Union concerned.

8.5.2 In exceptional circumstances, a Union in breach of Regulation 8 may make submissions to the relevant disciplinary body appointed under Regulation 19 to adjudicate on the case as to why the Union should not be subject to the applicable minimum fixed fine. For the avoidance of any doubt, however, the relevant disciplinary body shall only be entitled to reduce the applicable minimum fixed fine set out in this Regulation where the Union is able to provide clear and indisputable evidence that truly exceptional circumstances exist and that the Union concerned had taken all necessary steps to comply with Regulation 8.

## **Players**

8.5.3 Notwithstanding Regulations 8.5.1 and 8.5.2 above and without prejudice to any sanction imposed on a Union, Players may also be subject to sanction in accordance with Regulation 19 where they breach Regulation 8 in circumstances where they knew or ought reasonably to have known they were not eligible to play for the relevant Union at the time of participation.

## **Other Unions**

8.5.4 All Unions are obliged to retain accurate and complete Regulation 8 records listing, as a minimum, all Players who have been captured by the Union under Regulation 8 and the date of the relevant Match. Any Union which is requested by another Union, Association or World Rugby to provide clarification in relation to the potential application of Regulation 8.2 to a Player shall conduct reasonable enquiries in relation to the Player within ten business days of the request, save in exceptional circumstances. Promptly upon the conclusion of those enquiries, the Union shall provide to the other Union, Association or World Rugby, as applicable, all information available to the Union upon reasonable enquiry which relates to the application of Regulation 8.2 to the Player. Any Union which: (a) fails to retain a list of captured Players and/or make reasonable enquiries and/or respond to a request within the time period; and/or (b) provides information (without clarification) which it knew or ought reasonably to have known was incorrect, unreliable or incomplete; may be subject to sanction.

## **Birthright Transfer**

**8.6** A Player who has represented one Union (as set out in Regulation 8.2 to 8.4) may apply to represent a new Union provided that:

- (i) the Player meets the eligibility criteria set out in Regulation 8.1(a) or 8.1(b) in relation to the new Union; and
- (ii) at least three years have passed since the Player last represented their former Union; and
- (iii) the approval of World Rugby is obtained.

## 8.7 Olympic Transfer

8.7.1 Where a Player who has represented ~~an Olympic Sevens~~ a National Representative Team associated with a Union wishes to represent an Olympic Sevens Team associated with a different Union in an Olympic Event, the Player may apply to represent the new Olympic Sevens Team provided the Player has, in addition to meeting the requirements of Regulation 8.6;

- (i) met the additional Olympic Eligibility requirements set out in Regulation 8.9; ~~and~~
- (ii) obtained the approval of the International Olympic Committee and the relevant National Olympic Committee(s) ~~), and~~

(iii) represents the new Olympic Sevens Team in the next available Olympic Sevens Event

8.7.2 Only in respect of transfers to represent Olympic Teams, the standdown period of 36 months may be reduced or even cancelled with the agreement of the World Rugby and the National Olympic Committees concerned and by the IOC Executive Board, which takes into account the circumstances of each case but noting that a Player may not represent two different Unions or a Union and an Olympic Sevens Team(s) of a National Olympic Committee in the same Olympic Event(s).

8.7.3 A Player who is approved to represent the new Olympic Sevens team who wishes to represent the National Senior Representative Team of that same Union must seek the approval of the Chairman of the Regulations Committee.

## Limitation on Transfers

**8.8** A Player may only transfer pursuant to Regulation 8.6 or 8.7 once so that no Player may represent more than two Unions in their lifetime.

## Additional eligibility criteria in relation to Olympic Events

**8.9** In addition to complying with the criteria set out in Regulation 8.1 to 8.4 above (which applies equally to all Players), to be eligible to participate in the Olympic Games and/or as part of a potential qualifying team or a pre-qualified team of the host nation of the Olympic Games in Olympic qualification events (together “Olympic Events”) or other events governed by the Olympic Charter all members of the senior National Representative Sevens Team(s) of a Union or the selected Olympic Sevens Team(s) of a National Olympic Committee must be a national of the country of the National Olympic Committee which it is representing in such Olympic Events. For

the avoidance of doubt, these Regulations 8.9 to 8.14 do not apply to National Representative Sevens Teams and Olympic Sevens Teams which are participating in an Olympic qualification event but are not able to qualify through that event and/or have already qualified for the Olympic Games via a previous sevens series (save in the case of a pre-qualified team of the host nation of the Olympic Games).

**8.10** A Player who is eligible or captured for a Union that cannot participate in an Olympic Event because there is no National Olympic Committee solely for the territory of such Union, may, subject to the Olympic eligibility criteria (in Regulations 8.9 to 8.11), be eligible to play for the Olympic Sevens Team of a National Olympic Committee of which the Player is a national, provided that such team is not associated with any one single Union. In such circumstances the following provisions shall apply:

8.10.1 Where the Player has been captured under Regulation 8.2 for a Union the Player shall remain captured for such Union notwithstanding the Player's representation for the Olympic Sevens Team of a National Olympic Committee in an Olympic Event;

8.10.2 Where the Player has not previously been captured under Regulation 8.2 and they represent the Olympic Sevens Team of a National Olympic Committee in an Olympic Event, they will be deemed to be captured for one of the underlying Unions which support the Olympic Sevens Team of the relevant National Olympic Committee, and the Player must elect which of those underlying Unions they shall be captured by for the purposes of Regulation 8.

**8.11** A Player may not represent two different Unions or a Union and an Olympic Sevens Team(s) of a National Olympic Committee in the same Olympic Event(s).

**8.12** Players who participate in the Olympic Events accept and agree that any disputes relating to eligibility shall first be addressed pursuant to the rules of such Olympic Events and the World Rugby Regulations and that all internal procedures (including applicable National Olympic Committee rules/procedures) and/or World Rugby procedures shall be exhausted first. Thereafter, recourse may be had in respect of Olympic Events only (and not in relation to eligibility matters to which Regulations 8.9 to 8.14 do not apply) to the Court of Arbitration for Sport (CAS) in accordance with the provision applicable before such court and which will resolve definitively the dispute in accordance with the code of sports related arbitration. World Rugby has the right to appear, attend and/or participate as a party in any appeal to CAS involving eligibility considerations for Olympic Events.

**8.13** Any Union wishing to obtain clarification around the eligibility of a Player to represent it in the Olympic Games or Olympic Events may do so by referring the matter to the World Rugby Regulations Committee in accordance with Regulation 2. The list of Olympic Events is set out in Schedule 2 and shall be updated for each Olympic cycle.

**8.14** The provisions of Regulation 8.5 apply equally to any alleged breach of the Olympic eligibility provisions.

## **Age and Gender**

**8.15** World Rugby's policies and guidelines in relation to eligibility requirements in respect of age and gender are available [here](#).



# EXPLANATORY GUIDELINES ON THE IMPLEMENTATION OF REGULATION 8

## ELIGIBILITY TO PLAY FOR NATIONAL REPRESENTATIVE TEAMS

~~Following its deliberations on the question of Player eligibility, the Working Party has produced these Explanatory Guidelines on the implementation of Regulation 8. These Explanatory Guidelines must be read in conjunction with the terms of Regulation 8.~~

The Regulations Committee has produced these Explanatory Guidelines for the implementation and interpretation of Regulation 8.

These Explanatory Guidelines must be read in conjunction with the terms of Regulation 8. In the event of any inconsistency between these Guidelines and Regulation 8, the provisions of Regulation 8 will prevail.

These Guidelines may be updated by the Regulations Committee from time to time.



## **ANNEX TWO**

**Regulation 9: Availability of Players**

**Regulation 23: Insurance**

**Implementation date – January 1, 2026**

## REGULATION 9. AVAILABILITY OF PLAYERS

### Preamble

- A.** High quality international Rugby is in the best interests of the sport at all levels. It promotes the sport and encourages new participants and support for the sport around the world and at all levels. International Rugby is a major public interest and it is in the best interests of the public that the best teams and Players represent their Unions. The retention of high quality international Rugby benefits Players because it fulfils their aspirations to play at the highest level of the sport. The selection of the best Players for international Rugby also represents the fairest selection system as it is based on playing merit. Rugby Bodies and Clubs benefit if Players play international Rugby as it improves the quality and experience of Players, increases their value and enhances commercial returns in respect of merchandising, broadcast, sponsorship and gates thereby contributing to the interests of the Rugby Body or Club that Player represents. The development of the sport is enhanced and furthered as a result of the generation of funds from international Rugby for reinvestment in the sport.
- B.** A Union must therefore be able to select and have available the Players it requires for International Matches and to build and develop team strategies in National Squad sessions in order to ensure that the quality and integrity of international Rugby is maintained. The future development and extension of the sport at all levels and throughout the world would be threatened if a Union was not able to select and have available the Players it requires.
- C.** World Rugby and Unions recognise that the Right to Release for Matches should be exercised reasonably and with due regard to the proper interests of the welfare of Players and other relevant entities who may be affected. This Regulation 9 reflects this balance, accommodates the difference in arrangements and sport structure from Union to Union and respects the position of Rugby Bodies and Clubs whilst recognising the fundamental role that international Rugby plays in the development of the sport worldwide. The Regulation has also been prepared on the basis that in light of the nature and physicality of the Game Players should have appropriate rest, recuperation and recovery opportunities so that when they participate in the Game they are able to do so at their best.
- D.** This Regulation 9 has been prepared on the basis of the current/projected World Rugby schedule of International Matches, International Tours and International Tournaments and the periods during which such International Matches, International Tours and International Tournaments shall take place. For the avoidance of doubt, this Regulation 9 does not in any way limit the effect and/or application of World Rugby Regulation 16.
- E. Spirit of implementation**
- In the best interests of the sport at all levels Regulation 9 must be implemented by all stakeholders properly and in good faith. Compliance with not only the letter of the Regulation, but also its spirit is integral to

achieving its objectives in the best interests of the sport. The implementation of the Regulation necessarily requires communication and consultation between different stakeholders particularly in regard to Player management and welfare considerations which should be addressed within the spirit of the Regulation. Areas where this may be particularly significant include, but are not limited to, medical issues, rehabilitation into participation and resumption of duty. In considering any implementation and/or enforcement scenarios World Rugby will seek to ensure that full and proper regard is had to the overriding philosophy and spirit of the Regulation in assessing the conduct of the parties concerned.

### **Right to Release**

- 9.1** A Union must, in accordance with the provisions of this Regulation 9, have the right to a Player's availability for selection and appearances for a National Representative Team or National Squad of that Union, including a reasonable preparation period immediately prior to Matches, (the Right to Release for Matches) and for Squad training sessions and/or other team building activities, excluding commercial activities, (the Right to Release for Squad Sessions).
- 9.2** A Union, Association, Rugby Body or Club is obliged to release a Player to the Union for which the Player is eligible when selected by such Union for a National Representative Team or National Squad in accordance with the provisions of this Regulation 9.
- 9.3** No Union, Association, Rugby Body or Club whether by contract, conduct or otherwise may inhibit, prevent, discourage, disincentivise or render unavailable any Player from selection, attendance and appearance in a National Representative Team or National Squad session when such request for selection, attendance and appearance is made in accordance with the provisions of this Regulation 9. Any agreement and/or arrangement between a Player and a Rugby Body or Club or between a Union or an Association and a Rugby Body or Club (and/or any proposal made and/or attempted to be made howsoever communicated) which is contrary to this Regulation 9.3 is prohibited, including, but not limited to any agreement and/or arrangement and/or proposal pursuant to which a Player is (or would be) unable to exercise the right to play for a Union.
- 9.4** Subject to Regulation 9.18, no Union, Association, Rugby Body or Club may require any payment or other benefit from or impose conditions relating to a Player's participation in a National Representative Team and/or attendance at a National Squad session of his Union when such participation and/or attendance has been requested in accordance with the provisions of this Regulation 9.

### **When the Right to Release applies**

- 9.5** The Right to Release for Matches shall apply, for men and women, to Designated Release Events as set out in Regulation 9.6. The Right to Release for Matches shall apply additionally,

(i) **for men:** Men's Global Release Periods, Men's Hemisphere Release Periods and the Rugby Championship Release Period, as set out in Regulation 9.7; and

(ii) **for women:** Women's Global Release Period and the Women's Regional Release Period as set out in Regulation 9.8.

### **Release Events for Men and Women**

## **9.6 Designated Release Events**

The Right to Release for Matches applies to the Designated Release Events set out below whenever such Designated Release Events are held. All Players selected to participate in Designated Release Events shall be released.

(a) Union Designated Release Events:

(i) The quadrennial Rugby World Cup Tournament and qualification Matches.

(ii) The quadrennial Rugby World Cup Sevens event.

(iii) An Olympic Sevens Rugby event and qualification Matches.

(b) Combined Teams Designated Release Events:

(i) The quadrennial British and Irish Lions Tour is a Designated Event and all Players selected to participate shall be released. The Release Period shall, for men, ordinarily commence on 1 July and ordinarily conclude on the first weekend of August in the relevant year. The Release Period shall, for women, be confirmed from Council from time to time in operation for a maximum of five weeks within the Global Release Period (for women) on a quadrennial basis from 2027.

(ii) The quadrennial Tour of the Combined Team of the Pacific Islands Unions (Fiji, Samoa and Tonga) is a Designated Event and all Players selected to participate shall be released. The Tour will take place in the November window in the relevant year.

### **Release Periods for Men**

## **9.7(i) Global Release Periods**

There are two Global Release Periods.

(a) The July window

The Right to Release for Matches shall apply to each of the senior National Representative Team, the next senior National Representative Team and the Under 20 National Representative Team of a Union in respect of all International Matches, International Tours and International Tournaments played over a period of three

weekends in July each year, save in a Rugby World Cup year, during which year the July window shall not operate in respect of Unions that qualified for the Rugby World Cup. Unless Council approves otherwise the three weekends in July shall be the first, second and third weekends.

(b) The November window

The Right to Release for Matches shall apply to each of the senior National Representative Team, the next senior National Representative Team and the Under 20 National Representative Team of a Union in respect of all International Matches, International Tours and International Tournaments played over a period of three weekends in November each year, save in a Rugby World Cup year, during which year the November window shall not operate in respect of Unions that qualified for the Rugby World Cup. Unless Council approves otherwise the three weekends in November shall be the first, second and third weekends.

The November window shall include a fourth weekend as follows:

- In years 2026 and 2028: All twelve Unions participating in the Nations Cup (Division 1);
- In years 2030 and beyond: The two Unions participating in the final of the Division 1 and the four Unions involved in the Nations Cup promotion/relegation fixtures.

**9.7(ii) Hemisphere Release Periods and Tournament Release Period**

~~There are two~~ Hemisphere Release Periods are: the Northern Hemisphere Release Period, the Six Nations Release Period, the Southern Hemisphere Release Period and the Rugby Championship Release Period.

(a) Northern Hemisphere Release Period

- (i) The Right to Release for Matches shall apply to Players who are eligible pursuant to Regulation 8 to represent the senior, the next senior National Representative Team or the Under 20 National Representative Team of a Northern Hemisphere Union in a Northern Hemisphere International Match, International Tour or International Tournament during the Northern Hemisphere Release Period.
- (ii) The Northern Hemisphere Release Period shall operate each year. It shall run from the first weekend of February each year and continue for the next six consecutive weekends operate for a seven week period. Players shall be released prior to the Northern Hemisphere Release Period in accordance with the provisions of Regulation 9.9.

- (iii) Subject to the provisions of Regulation 9.32 and Regulation 9.33, during the Northern Hemisphere Release Period Unions may only exercise the Right to Release pursuant to this Regulation 9 for five weeks out of the seven week period. The five weeks shall be the same weeks for each of the senior National Representative Team, the next senior National Representative Team and the Under 20 National Representative Team.
- (iv) Unless Council approves otherwise for the purposes of this Regulation 9, "Northern Hemisphere Union" shall mean the Unions listed in Appendix 1, Part A-(i) that ordinarily participate in tournaments held annually in the Northern Hemisphere and "Northern Hemisphere International Match(es), International Tour or International Tournament" shall mean those Matches, Tours or Tournaments listed as such in Appendix 1, Part B-

#### (b) Six Nations Release Period

- (i) The Right to Release for Matches shall apply to Players who are eligible pursuant to Regulation 8 to represent the senior, the next senior National Representative Team or the Under 20 National Representative Team of a Six Nations Union in the Six Nations Championship during the Six Nations Release Period.
- (ii) The Six Nations Release Period shall operate each year. It shall run from the first weekend of February each year and operate for six consecutive weekends in total. Players shall be released prior to the Six Nations Release Period in accordance with the provisions of Regulation 9.9.
- (v) Subject to the provisions of Regulation 9.32 and Regulation 9.33, during the Six Nations Release Period, Unions may only exercise the Right to Release pursuant to this Regulation 9 for five weeks out of the six week period. The five weeks shall be the same weeks for each of the senior National Representative Team, the next senior National Representative Team and the Under 20 National Representative Team.
- (iv) Unless Council approves otherwise for the purposes of this Regulation 9, "Six Nations Union" shall mean the Unions listed as such in Appendix 1, Part A(ii)

#### (c) Southern Hemisphere Release Period

- (i) The Right to Release for Matches shall apply to Players who are eligible pursuant to Regulation 8 to represent the senior, the next senior National Representative Team or the Under 20 National Representative Team of a Southern Hemisphere Union in a Southern Hemisphere International Match, International Tour or

International Tournament during the Southern Hemisphere Release Period.

- (ii) Unless Council approves otherwise the Southern Hemisphere Release Period shall operate each year. It shall commence on the first weekend of August and ~~continue for the next eight consecutive weekends~~operate for a nine week period (save in a Rugby World Cup year in which case it shall ordinarily commence in July and conclude prior to Rugby World Cup). Players shall be released prior to the Southern Hemisphere Release Period in accordance with the provisions of Regulation 9.9.
- (iii) Subject to the provisions of Regulation 9.32 during the Southern Hemisphere Release Period Unions may only exercise the Right to Release pursuant to this Regulation 9 for six weeks out of the nine week period. The six weeks shall be the same weeks for each of the senior National Representative Team, the next senior National Representative Team and the Under 20 National Representative Team.
- (iv) Unless Council approves otherwise for the purposes of this Regulation 9, "Southern Hemisphere Union" shall mean the Unions listed as such in Appendix 2, Part A(i) that ordinarily participate in tournaments held annually in the Southern Hemisphere and "Southern Hemisphere International Match(es), International Tour or International Tournament" shall mean those Matches, Tours or Tournaments listed as such in Appendix 2, Part B.

(d) Rugby Championship Release Period

- (iv) ~~(i)~~—The Right to Release for Matches shall apply to Players who are eligible pursuant to Regulation 8 to represent the senior, the next senior National Representative Team or the Under 20 National Representative Team of a Rugby Championship Union in the Rugby Championship International Tournament during the Rugby Championship Release Period.
- (ii) Unless Council approves otherwise the Rugby Championship Release Period shall operate each year. ~~for an eight week period.~~ It shall ordinarily commence on or around the second weekend in August and shall operate for an eight week period conclude on or around the first weekend in October each year (save in a Rugby World Cup year in which case it shall ordinarily commence ~~on or around the fourth weekend~~ in July and conclude prior to Rugby World Cup). Players shall be released prior to the Rugby Championship. Players shall be released prior to the Rugby Championship Release Period in accordance with the provisions of Regulation 9.9.



- (iii) Subject to the provisions of Regulation 9.32 and Regulation 9.33 during the Rugby Championship Release Period Unions may only exercise the Right to Release pursuant to this Regulation 9 for six weeks out of the eight week period. The six weeks shall be the same weeks for each of the senior National Representative Team, the next senior National Representative Team and the Under 20 National Representative Team.
- (iv) Unless Council approves otherwise for the purposes of this Regulation 9, Rugby Championship Union shall mean the Unions listed as such in Appendix 2, Part A(ii).

### **Women's Release Periods**

#### **9.8(i) Global Release Period**

- (a) The Right to Release for Matches shall apply to Players who are eligible pursuant to Regulation 8 to represent the senior National Representative Team, the next senior National Representative Team or the Under 20 National Representative Team in an International Match, International Tour or International Tournament during the Global Release Period.
- (b) Unless Council approves otherwise the Global Release Period shall operate each year. It shall ordinarily commence on the ~~third~~second weekend of September and ~~continue to operate for the next an~~ eight consecutive weekends ~~week period in total until and including the first weekend of November~~. Players shall be released prior to the Global Release Period in accordance with the provisions of Regulation 9.9.
- (c) Subject to the provisions of Regulation 9.32 during the Global Release Period Unions may ~~only~~ exercise the Right to Release pursuant to this Regulation 9 for ~~seven~~up to eight weeks out of the eight week period. The ~~seven~~eight weeks shall be the same weeks for each of the senior National Representative Team, the next senior National Representative Team and the Under 20 National Representative Team.

#### **9.8(ii) Regional Release Period**

- (a) There is one Regional Release period. The Right to Release for Matches shall apply to each of the National Representative Team, the next senior National Representative Team and the Under 20 National Representative Team during the Regional Release Period. The Regional Release Periods applies to all Regional and cross-Regional competitions.
- (b) Unless Council approves otherwise the Regional Release Period shall ~~operate each year for a 13 week period. It shall~~ ordinarily commence on or around the ~~last~~second weekend ~~in March of April~~ and shall ~~conclude on or around the third weekend in June each year~~ operate for a seven week period in total. Players shall be released prior to the

Regional Release Period in accordance with the provisions of Regulation 9.9.

- (c) Subject to the provisions of Regulation 9.32 and Regulation 9.33 during the Regional Release Period Unions may ~~only~~ exercise the Right to Release pursuant to this Regulation 9 for ~~a maximum of 6 up to seven~~ weeks ~~out of the 13 week during the Regional Release p~~Period. The ~~six~~seven weeks shall be the same weeks for each of the senior National Representative Team, the next senior National Representative Team and the Under 20 National Representative Team.

### **Period of International duty for Matches**

- 9.9** In each case of release a Union shall be entitled to exercise its Right to Release for Matches so that Players are assembled at a location determined by the Union selecting the Player and available to train at least five clear days prior to the commencement of the International Match, International Tour or International Tournament. If an International Tournament is not played on consecutive weekends then the five clear day period shall commence five days before each Match in the Tournament. Provided the Player can meet their Club fixture obligation on the Friday, Saturday or Sunday of the weekend preceding the International Match, International Tour or International Tournament, the timeframe in this Regulation 9.9 may be amended on an individual basis by agreement between the Union and the Player's Club in exceptional circumstances having due regard to the Player's welfare, using an individualised approach based on the Total Load Guidelines and including input from the relevant Players' Association. Such individualised amendment is not intended to prevent a Player from playing in his or her Club fixture on the Friday, Saturday or Sunday of the preceding weekend.
- 9.10** For the quadrennial Rugby World Cup a Union shall be entitled to exercise its Right of Release for the Tournament so that Players are assembled at a location determined by the Union selecting the Player and available to train and/or play in warm-up Matches at least 35 clear days prior to the commencement of the opening Match of the Rugby World Cup Tournament.

### **Limitation on number of Matches for which the Right to Release can be exercised:**

#### **Men**

- 9.11(i)** Subject to Regulation 9.12 and Regulation 9.33, no Northern Hemisphere Union shall exercise the Right to Release for Matches on more than 11 occasions in a calendar year (or 12 for those limited Unions involved in the match identified in Regulation 9.7(i)(b) above) for each of its senior National Representative Team, next senior National Representative Team and the Under 20 National Representative Team. Subject to Regulation 9.12, no Southern Hemisphere Union shall exercise the Right to Release for Matches on more than 12 occasions in a calendar year (or 13 for those

[limited Unions involved in the match identified in Regulation 9.7\(i\)\(b\) above](#)) for each of its senior National Representative Team, next senior National Representative Team and the Under 20 National Representative Team. Subject to Regulation 9.12 and Regulation 9.33, no Rugby Championship Union shall exercise the Right to Release for Matches on more than 12 occasions in a calendar year [\(or 13 for those limited Unions involved in the match identified in Regulation 9.7\(i\)\(b\) above\)](#) for each of its senior National Representative Team, next senior National Representative Team and the Under 20 National Representative Team.

(a) For Northern Hemisphere Unions these 11/[12](#) occasions will be taken as follows:

- (i) 3 Matches in the July Global Release Period.
- (ii) 3 Matches in the November Global Release Period [\(with limited Unions playing in a further match as set out in Regulation 9.7\(i\)\(b\) above\)](#).
- (iii) 5 Matches during the Northern Hemisphere Release Period.

The 11/[12](#) occasions in respect of which the Right to Release may be exercised shall be the same for each of the senior National Representative Team, next senior National Representative Team and the Under 20 National Representative Team.

(b) For Southern Hemisphere Unions these 12/[13](#) occasions will be taken as follows:

- (i) 3 Matches in the July Global Release Period.
- (ii) 3 Matches in the November Global Release Period [\(with limited Unions playing in a further match as set out in Regulation 9.7\(i\)\(b\) above\)](#).
- (iii) 6 Matches during the Southern Hemisphere Release Period.

The 12/[13](#) occasions in respect of which the Right to Release may be exercised shall be the same for each of the senior National Representative Team, next senior National Representative Team and the Under 20 National Representative Team.

(c) For Rugby Championship Hemisphere Unions these 12/[13](#) occasions will be taken as follows:

- (i) 3 Matches in the July Global Release Period.
- (ii) 3 Matches in the November Global Release Period [\(with limited Unions playing in a further match as set out in Regulation 9.7\(i\)\(b\) above\)](#).
- (iii) 6 Matches during the Rugby Championship Release Period.

The 12/13 occasions in respect of which the Right to Release may be exercised shall be the same for each of the senior National Representative Team, next senior National Representative Team and the Under 20 National Representative Team.

### **Women**

**9.11(ii)** Subject to Regulation 9.12 and Regulation 9.33, no Union shall exercise the Right to Release for Matches on more than 153 occasions in a calendar year for each of its senior National Representative Team, next senior National Representative Team and the Under 20 National Representative Team.

**9.12** The limitation on the exercise of the Right to Release for Matches in Regulation 9.11 above:

- (a) does not include Designated Release Events for which Players selected by a Union shall be released in any event.
- (b) may be extended via agreement pursuant to Regulation 9.32; and
- (c) is subject to the Cross Hemisphere Player Release period specified in Regulation 9.33.

### **Limitation on the number of Squad sessions to which the Right to Release applies**

**9.13** The Right to Release for Squad sessions pursuant to this Regulation 9 will apply to three Squad sessions for up to 30 Senior National Representative Team Players each calendar year each of a maximum of three consecutive days ~~(excluding travel)~~. Players must be released by their Clubs on or by the Sunday evening in order to be assembled and ready to train on Monday Morning and must be released by their Union on Wednesday evening so that they are assembled and ready to train Thursday morning. For the session set out at (d) below, Players are only required to be released where such session takes place in the same hemisphere in which the Player's club is based. Such periods shall be in addition to the release provisions for International Matches, International Tours and International Tournaments. Such sessions shall be taken as set out below subject to the three consecutive day periods not preventing a Player(s) from participating in a Match for his Rugby Body or Club:

- (a) For all Unions, Monday to Wednesday of the week preceding the assembly period for the November window.
- (b) For Northern Hemisphere Unions, Monday to Wednesday of the week preceding the assembly period for the Northern Hemisphere Release Period.
- (c) For Southern Hemisphere Unions, Monday to Wednesday of the week preceding the assembly period for the Southern Hemisphere Release Period.

- (d) For Rugby Championship Unions, Monday to Wednesday of the week preceding the assembly period for the Rugby Championship Release Period.
- (e) The third squad session may be taken from a Monday to Wednesday at the discretion of the Unions provided that the Union in which the Player is Registered is notified of the dates for the third Squad session prior to the commencement of the relevant season.

### **Limitation on Squad sizes**

- 9.14** The Right to Release for Matches in respect of International Matches and International Tournaments (excluding the Rugby World Cup Tournament and any International Tours) and the Right to Release for Squad sessions, pursuant to this Regulation 9, shall be limited to a maximum of 30 Players for each National Representative Team or National Squad (as the case may be).
- 9.15** For International Matches (whether such Matches form part of an International Tournament or otherwise (but excluding the Rugby World Cup Tournament and any International Tours)) if a Player is not included in ~~either the 26 or the 23~~ Players selected in accordance with Regulation 9.16 below then, if such Player at the time of non-selection is located in the same Regional Association of the Rugby Body or Club for whom he plays, he shall return to that Rugby Body or Club, subject always to the provisions of Regulation 9.24.
- 9.16** Prior to an International Match, the following shall apply:
- (a) Unions shall reduce their Squad size to 26 no later than 96 hours prior to the kick off of an International Match;
  - (b) 72 hours before the kick off of an International Match Unions shall announce and exchange a list of the 15 Players who will start the Match and up to 8 replacements/substitutes and 3 non-playing substitutes.

### **Insurance**

- 9.17** The relevant obligations relating to a Union's insurance for Players where a Union exercises its Right to Release are set out in Appendix 3 to this Regulation 9.
- 9.18** For the purposes of this Regulation 9, while a Player is on International Duty (as defined in Appendix 3) it is a condition of the Right to Release that the Union requesting the Player's release under this Regulation 9 shall have the financial arrangements or insurance in place which meet the requirements set out in Appendix 3. A Union selecting a Player pursuant to this Regulation 9 shall, if requested to do so by any Player, Primary Employer (as defined in Appendix 3) or any other party having demonstrated to the satisfaction of World Rugby that it has a valid interest provide a certificate or other satisfactory evidence of compliance with the financial arrangements or insurance cover set out in Appendix 3. In the

event that a Union does not satisfy the requirements of Regulation 9.17, 9.18 and Appendix 3 World Rugby may take such action as it considers appropriate.

### **Cost of Travel, Accommodation and Food**

- 9.19** The Union calling for the release of a Player shall be responsible for the costs of travel incurred by the Player as a result of the release request and relevant accommodation and food whilst the Player is on International Duty when arranged by such Union.

### **Check in and check out for International Duty**

- 9.20** The Unions, Rugby Bodies and Clubs have agreed a form of medical assessment (which is located at [insert website link once form finalised]) to be completed at Player check in and check out when a Union calling calls for the release of a Player, shall implement a process to maintain a written record of each Player's medical condition at This shall operate as follows:

- (a) At check in, the time of release by his Player's Rugby Body or Club, during the period of release and at the time the Player is released back to his Rugby Body or Club. This shall include without limitation shall provide confirmation from the Player's Rugby Body, Club or Union in agreed form of the Player's fitness to play, current injuries and/or illness at the time of his release for International Duty and return to his Rugby Body or Club.
- (b) The Union shall be required to maintain in the agreed form a written record of the Player's medical condition upon the Player's arrival for International Duty, during the period of release, and at the time the Player is released back to the Player's Rugby Body or Club.
- (c) Upon the Player's return to the Player's Rugby Body or Club, the Rugby Body or Club shall complete its own assessment of the Player's fitness to play, current injuries and/or illness as at the time of the Player's release back from International Duty.
- (a)(d) To the extent that the relevant Union, Rugby Body or Club fails to complete the relevant medical assessment at any stage as required under this Regulation 9.20, it shall be open to any Arbitral Body (or other arbitration panel) constituted under section 7 of Appendix 3 to determine that the latest medical assessment is accurate for the purposes of resolving any dispute. By way of example, if the Union does not complete the required form upon releasing the Player back to the Player's Rugby Body or Club, the Arbitral Body (or other arbitration panel as the case may be) may in its discretion rely upon any subsequent assessment completed by the Rugby Body or Club pursuant to Regulation 9.20(c) above.



### **Resumption of duty with Rugby Body or Club**

- 9.21** A Player who has been in attendance with a Union for an International Match, International Tour or International Tournament shall be released back to his Rugby Body or Club as soon as reasonably practicable and in any event no later than 24 hours after the conclusion of the International Match, International Tour or International Tournament. Players are responsible for returning to their Rugby Bodies or Clubs within 36 hours of the conclusion of the International Match, International Tour or International Tournament when it has taken place in the same Regional Association in which he is Registered and within 60 hours where such International Match, International Tour or International Tournament has taken place outside of the Regional Association in which he is Registered. Unions shall do their utmost to ensure that the Player resumes duty with his Rugby Body or Club in accordance with these timeframes but it is the Player's responsibility to ensure that he returns within the applicable timeframes.
- 9.22** A Player who has been in attendance with a Union for a Squad Session shall be released back to his Rugby Body or Club as soon as reasonably practicable after the conclusion of the Squad Session. Players are responsible for returning to their Rugby Bodies or Clubs within 24 hours of the conclusion of the Squad Session when it has taken place in the same Regional Association in which he is Registered and within 36 hours where such Squad Session has taken place outside of the Regional Association in which he is Registered. Unions shall do their utmost to ensure that the Player resumes duty with his Rugby Body or Club in accordance with these timeframes but it is the Player's responsibility to ensure that he returns within the applicable timeframes.
- 9.23** If a Union repeatedly breaches the Resumption of Duty provisions in Regulations 9.21 and 9.22 then the Union concerned may be subject to sanctions. Such sanctions may include, but shall not be limited to, fines, reduction in Release entitlements and/or prohibitions on calling up Players.

### **Notification of the exercise of the Right to Release**

- 9.24** A Union wishing to exercise its Right to Release for an International Match, International Tour or International Tournament or the right to release for a National Squad Session, must notify (in the case of a Player in the Union's own territory), the Player and his Rugby Body or Club and (in the case of a Player not Registered in the notifying Union's territory), the Player, his Rugby Body or Club and the Union in whose jurisdiction the Player is Registered. Such notification should be delivered in writing at least 14 days before the date the Player must join the National Representative Team or attend a National Squad Session and should include details of the travel schedule and Release Period and confirmation that the Union exercising its Right to Release is compliant with the financial arrangements or insurance cover set out in Appendix 3.
- 9.25** In the event of a Union having to exercise its Right of Release for Matches or the Right to Release for Squad sessions in relation to a replacement Player due to an injury or other unforeseen withdrawal of another Player

named in the original squad, the 14-day period shall not apply, but notice should be given by the Union concerned to the relevant parties as soon as reasonably practicable.

- 9.26** If a Union has grounds to believe that a Player will not be released then a Union should notify the Secretary and/or CEO of the Union with which the Player is Registered as soon as possible and request that the Union take all necessary actions to ensure that the Player is released in accordance with the provisions of this Regulation 9.

#### **Assistance between Unions and from World Rugby**

- 9.27** A Union which requests World Rugby's assistance to obtain the release of a Player playing in the territory of another Union may only do so in circumstances where:

- (a) The Union with which the Player is Registered has been asked to intervene and has refused to intervene or has intervened without success.
- (b) The relevant papers have been submitted to the CEO at least 48 hours before the assembly date.

Provided that where because of circumstances outside of the control of the Union seeking the release of the Player the 48 hour deadline is not met World Rugby may still provide assistance in securing the release of the Player.

#### **Non-release due to injury or illness**

- 9.28** A Player who is not released notwithstanding the exercise of the Right to Release for Matches or the Right to Release for Squad Sessions due to injury or illness, shall, if the Union that has sought the release of the Player so elects, agree to undergo a medical examination by a doctor of that Union's choice. During such examination, Players should disclose conditions which would or might impair their performance. A Player shall be entitled to request that such examination take place in the territory of the Union within which he is Registered.

- 9.29** In circumstances where a Player may not be released due to injury or illness the doctor of the Union requesting the Player's release, or his nominee, and the doctor of the Player's Rugby Body or Club shall consult on the nature and extent of the injury or illness and seek to agree whether the Player is fit to participate in any part of the relevant International Match(es), International Tour, International Tournament or Squad session concerned.

- (a) If the Union doctor, or his nominee, and the doctor of the Player's Rugby Body or Club agree that the Player is fit to respond affirmatively to the Release Request then the Player will be released.
- (b) If the Union doctor, or his nominee, and the doctor of the Player's Rugby Body or Club agree that the Player's injury and/or illness is such that he cannot respond affirmatively to the Release request then



the Player shall not be entitled to play for a Rugby Body or Club for the period for which he has been or should have been in attendance with the National Representative Team or National Squad save that if a Player becomes fit to play during the course of a Designated Event, he is permitted to play for his Rugby Body or Club unless the Union wishes and is able pursuant to any rules governing the Designated Event, to add the Player to its Squad for that Designated Event.

- (c) If having attempted to achieve a consensus on the nature and extent of the injury or illness and the Player's fitness there remains disagreement between the Union doctor, or his nominee, and the Player's Rugby Body or Club doctor over the Player's fitness to participate and respond affirmatively to the release request, then in circumstances where it is the Union doctor, or his nominee, that considers the Player is fit to participate and respond affirmatively to the release request then, unless the Player's Union agrees otherwise in writing, such Player shall not play for any Rugby Body or Club during for the period for which he has been or should have been in attendance with the National Representative Team or National Squad, plus an additional 10 days thereafter.

#### **Non-release due to retirement**

**9.30** If a Union having exercised its rights pursuant to this Regulation is informed that a Player is not so released and/or is unwilling to participate on the grounds that they have retired from International Rugby then the Player shall be required to confirm his retirement in writing to his Union and sign a declaration. Such declaration will include an affirmation that the Player fully understands the consequences of his decision to retire and that the decision has been made on a voluntary basis and in accordance with the provisions of this Regulation 9. A declaration will also be required from the Player's Rugby Body or Club confirming that it has acted in accordance with the provisions of Regulation 9 in connection with the Player's decision to retire from the International Game.

**9.31** If a Player does retire in accordance with the provisions of Regulation 9.30 above, the Player shall not be entitled to play for that Union for a period of 12 months from the date of written confirmation of retirement from the International Game being received by the Union save with the prior written approval of both the Player's Union and World Rugby.

#### **Ineligibility to play consequent upon non-release**

**9.32** If a Player is not released to attend and/or participate in a National Representative Team and/or National Squad Session contrary to the provisions of Regulation 9.3 then he shall not be entitled to play for any Rugby Body or Club for the period for which he has been or should have been in attendance with the National Representative Team or National Squad and an additional 10 days thereafter, unless the Player's Union agrees otherwise in writing. Such agreement shall be granted in the absence of evidence of a breach of Regulation 9.3. For the avoidance of

doubt, additional sanctions may also be imposed in accordance with Regulations 9.35 to 9.38.

### **Extension by agreement**

**9.33** This Regulation 9 sets out the minimum mandatory regulatory framework for the Game in relation to Player availability. However, a Union may by agreement enter into arrangements beyond the terms of this Regulation 9 for example in relation to the number of International Matches to be played, Squad sizes and other limitations in the Regulation. Such agreements may for example take the form of collective arrangements within a Union's territory (where the Union has primacy of contract in relation to its Players or otherwise), or be agreed by Unions with other Rugby Bodies or Clubs outside of that Union's jurisdiction. For the avoidance of doubt in circumstances where a Union does not have primacy of contract over a Player the application of Regulation 9 may not be narrowed by agreement or otherwise.

### **9.34 Cross Hemisphere Player Release**

- (a) Where the Right to Release for Matches is exercised for Players pursuant to the Northern Hemisphere Release Period and such Players are contracted to Rugby Bodies or Clubs in the southern hemisphere then the exercise of the Right to Release pursuant to this Regulation 9 may be exercised for seven weeks out of the seven week period.
- (b) Where the Right to Release for Matches is exercised for Players pursuant to the Rugby Championship Release Period and such Players are contracted to Rugby Bodies or Clubs in the northern hemisphere then the exercise of the Right to Release pursuant to this Regulation 9 may be exercised for eight weeks out of the eight week period.

### **Sanctions for non-compliance**

**9.35** A Rugby Body or Club that refuses to allow a Player to be released in accordance with this Regulation 9 and/or otherwise breaches its provisions (including but not limited to any delayed release which impacts on the Player's participation in, or his Union's preparation for the relevant International Match or Squad session) renders itself liable to sanctions by the Union having jurisdiction to discipline such Rugby Body or Club. The applicable sanctions shall include, but not be limited to:

- (a) Termination or suspension of membership of the Union and/or withdrawal of other benefits of membership of the Union.
- (b) A financial penalty.
- (c) Deduction of league points.
- (d) Relegation or exclusion or disqualification from any competition.

- (e) Such other sanction as may be considered appropriate.
- (f) Any combination of the sanctions set out in (a) to (e) above.

Unions that take disciplinary action against Rugby Bodies or Clubs for non-compliance with Regulation 9 shall provide the CEO of World Rugby with a full report of all hearings including (without limitation) the written decision of the hearing body(ies) (incorporating the reasoning behind the findings and decisions). This information shall be provided within 72 hours of the final decision having been made.

- 9.36** A Union or Association that fails to apply Regulation 9 properly and in good faith or whose member Rugby Bodies or Clubs fail to comply with Regulation 9 renders itself liable to sanctions by World Rugby pursuant to Regulation 19.
- 9.37** World Rugby shall be entitled to initiate an investigation(s) of its own motion and/or on request into the implementation (or non-implementation) of Regulation 9, potential and/or alleged non-compliance by Unions, Associations, Rugby Bodies and/or Clubs or any other issues related to Regulation 9. Unions, Associations, Rugby Bodies and/or Clubs shall assist in any such investigation and make available information and/or documentation requested as part of such investigation. Unions shall procure compliance by their constituents, Rugby Bodies and Clubs with any investigations initiated by World Rugby and ensure that disclosure of relevant documentation can be secured. World Rugby may during or at the conclusion of any investigation refer a matter to the Union(s) concerned for further action and/or take such other steps as it considers appropriate in the circumstances.
- 9.38** In the event of any alleged breach of Regulation 9 in connection with the British and Irish Lions and/or Combined Team of the Pacific Islands Unions, for the purposes of this Regulation 9 and/or Regulation 18 the relevant party in connection with any action and/or breach of Regulations and/or investigations shall be the Union within which the breach is alleged to have occurred, or that Union which otherwise has jurisdiction. Where the CEO, or his designee, considers it necessary, including without limitation where a dispute arises over which Union is the relevant party for dealing with an alleged breach of Regulation 9, the CEO or his designee may determine which Union shall deal with the alleged breach of Regulation 9.

#### **Player availability in circumstances of dual eligibility**

- 9.39** When a Union enters into a written agreement with a Player that contemplates the Player representing that Union at senior or next Senior Fifteen-A-Side National Representative Team level (whether at fifteen-a-side or seven-a-side Rugby), the Union may seek the Player's written agreement that the Player shall not be available for selection, attendance and/or appearance in a National Representative Team or National Squad of another Union during the term of that written agreement, including any extension thereof, provided that, prior to the execution of any such written agreement, the following conditions were satisfied:

- (a) The Player had reached the age of majority. For the purposes of the Regulation(s), the age of majority shall be deemed to be acquired by a Player on his 18th birthday.
- (b) Pursuant to Regulation 8, the Player was eligible to represent the senior or next senior National Representative Team of the Union with which he has entered into the written agreement and at least one other Union, (i.e., as a minimum requirement the Player had dual Union eligibility status).
- (c) The Player had not represented the senior or next senior National Representative Team of any Union in any of the Matches or Tours specified in Regulation 8.3.
- (d) As evidenced by completion of the standard form certification set out in Attachment 1, the Player received independent legal advice on the terms of the written agreement. In particular, the fact that in signing the written agreement the Player was acknowledging and accepting that during the course of the written agreement, and any extension thereof, he was foregoing his right to represent the senior or next senior National Representative Team of any other Union for which he may be eligible.

If, subject to compliance with the conditions set out in this Regulation 9.39, a Player's written agreement so provides, then that Player shall not be available for selection, attendance and/or appearance in a National Representative Team or National Squad of another Union during the term of the written agreement, or any extension thereof and during such period the Union with whom the Player is contracted shall have no obligation to release the Player to another Union.

**ATTACHMENT 1. CERTIFICATION FORM**

1. [ ] ("the Player") warrants and agrees that the following statements are true:
- (a) The Player has received and understood independent legal advice from a qualified and practising lawyer as to the terms and effect of the written agreement with [ ] Union, dated [ ] [a copy of which is annexed hereto]. In particular, the Player warrants and agrees that he has received and understood the effect of the written agreement in respect of his unavailability during the course of the written agreement, and any extensions thereof, for selection, attendance and/or appearance in a National Representative Team or National Squad of any other Union for which he is or may become eligible under the World Rugby Regulations Relating to the Game.
  - (b) the qualified and practising lawyer referred to in paragraph (a) is [NAME] of the firm [FIRM'S DETAILS] ("the Advisor").
2. The Advisor hereby warrants and agrees that the following statements are true:
- (a) The Advisor gave the Player the advice referred to in paragraph 1(a); and
  - (b) There was in force when the Advisor gave the advice referred to in paragraph 1(a) above a policy of insurance covering the risk of a claim by the Player in respect of any loss arising in consequence of the advice.

**SIGNED AS A DEED**

.....  
*Player Signature*

.....  
*Advisor Signature*

.....  
*Date*

.....  
*Date*

.....  
*Witnessed By*

.....  
*Witnessed By*

.....  
*Position*

.....  
*Position*

.....  
*Date*

.....  
*Date*

**APPENDIX 1, PART A [\(i\)](#)****Northern Hemisphere Unions:**

[England](#)  
[France](#)  
[Ireland](#)  
[Italy](#)  
Japan  
[Scotland](#)  
[Wales](#)

and all other Unions in membership of the following Regional Associations:

Rugby Europe

Asia Rugby – all Unions save for Indonesia

Rugby Americas North – all Unions save for Canada and USA

Rugby Africa – Northern Hemisphere Unions as follows:

Algeria  
Benin  
Burkina Faso  
Burundi  
Cameroon  
Central Africa  
Chad  
Congo  
Democratic Republic of Congo  
Gabon  
Ghana  
Ivory Coast  
Kenya  
Libya  
Mali  
Mauritania  
Morocco  
Niger  
Nigeria  
Senegal  
Togo  
Tunisia

**[APPENDIX 1, PART A \(ii\)](#)****[Six Nations Unions:](#)**

[England](#)  
[France](#)  
[Ireland](#)  
[Italy](#)  
[Scotland](#)  
[Wales](#)

## APPENDIX 1, PART B

### Northern Hemisphere International Matches, Tours and Tournaments:

The Six Nations Championship or any successor Tournament

Rugby Europe European Nations Cup or any successor Tournament

Asian Rugby Championship or any successor Tournament

Rugby Americas North Senior Men's Championship or any successor Tournament not including USA or Canada

Such other International Matches, Tours and Tournaments to be played in the Northern Hemisphere window as determined from time to time by Council.

#### Six Nations

Six Nations or any successor competition

## **APPENDIX 2, PART A(i)**

### **Southern Hemisphere Unions:**

Fiji  
Samoa  
Tonga  
Indonesia  
USA  
Canada

and all other Unions in membership of the following Regional Associations:

Oceania Rugby (save for Australia and New Zealand)  
Sudamérica Rugby  
Rugby Africa – Southern Hemisphere Unions as follows:  
Botswana  
Mauritius  
Namibia  
Rwanda  
Seychelles  
Swaziland  
Tanzania  
Uganda  
Zimbabwe

## **APPENDIX 2, PART A(ii)**

### **Rugby Championship Unions:**

Argentina  
Australia  
New Zealand  
South Africa



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## APPENDIX 2, PART B

### **Southern Hemisphere International Matches, Tours and Tournaments:**

Pacific Nations Cup or any successor Tournament

Rugby Africa Cup (Rugby Africa full member Unions) or any successor Tournament

Rugby Africa Development Trophy (Rugby Africa associate member unions) or any successor Tournament

Sudamérica Rugby Senior Men's A or any successor Tournament

Sudamérica Rugby Senior Men's B or any successor Tournament

Oceania Cup or any successor Tournament

Asia Pacific Americas Championship or any successor Tournament

Such other International Matches, Tours and Tournaments to be played in the Southern Hemisphere window as determined from time to time by Council

### **The Rugby Championship:**

The Rugby Championship (formerly the Tri-Nations Championship) or any successor Tournament

## APPENDIX 3

### 1. Definitions

For the purposes of this Regulation 9 the terms below shall have the following meanings assigned to them:

~~Life Cover~~**Accidental Death Cover** means the sum of £250,000 in the event of the accidental death of a Player while on International Duty (and excludes where death arises by natural causes, suicide or illness);

**Career-Ending Injury** means an injury to a Player which wholly and continually prevents him from participating in the Game and where no recovery to permit the Player to resume participating in the Game is foreseeable (for the avoidance of doubt, excluding death);

**Catastrophic Injury** means an injury to a Player which wholly and continually prevents him from participating in any and every occupation including the Game and where no recovery is foreseeable (for the avoidance of doubt, excluding death);

**Emoluments** means Guaranteed Payments less any amounts which are or will be received by a Player from his Primary Employer, if that Primary Employer is a Rugby Body or Club, during the Player's period of incapacitation from playing the Game so as to represent the real economic loss in each case with respect to Guaranteed Payments;

**Guaranteed Payments** means the actual payments which a Player would have been entitled to receive during the Relevant Period from the Player's Primary Employer but for the injury guaranteed to a Player (including for the avoidance of doubt payments guaranteed to a company holding a Player's image rights in respect of a Player's image rights) ~~from the date of the injury by the Player's Primary Employer (being a Rugby Body or Club), during the Relevant Period, subject to a cap for Unions of £625,000 for any 12-month period (meaning that where a Player's Guaranteed Payments would otherwise exceed £625,000 in a 12-month period, any percentage or pro rata amount will nevertheless be subject to a cap of £625,000). Any excess over and above £625,000 shall be covered using the Guaranteed Payments Excess Scheme;~~

**Guaranteed Payments Excess Scheme** means the liability coverage scheme operated by World Rugby on behalf of the International Game and implemented to cover any liability for Guaranteed Payments for players injured on international duty over and above £625,000;

**International Duty** means representing, playing for, training and/or preparing with a senior National Representative Team and/or a National Squad;

**Leagues** means an association of professional rugby Clubs each of which is sanctioned by a Member Union

~~Life Cover means the sum of £250,000 in the event of the death of a Player while on International Duty;~~

**Medical Expenses** means the actual cost of medical expenses incurred in treating an injury to a Player, excluding, without limitation, pioneering or alternative treatments, international travel for treatment other than travel to the Player's home country and any other expenses above the ordinary cost of the necessary treatment. World Rugby will have the final decision in respect of any dispute in relation to the foregoing;

**Permanent Total Disablement** means a Career-Ending Injury and/or Catastrophic Injury; and "Permanently Totally Disabled" shall be construed accordingly;

**Primary Employer** means an employer (being a Rugby Body, Club or Union) for whom a Player is or will be required to provide services as a Player during the Relevant Period, pursuant to a written binding contractual agreement in force (or validly executed) at the time of the injury, to provide services for a minimum of 75% of his Working Time;

**Relevant Costs and Expenses** means the costs and expenses incurred by or on behalf of the Player, Club or Rugby Body during the Relevant Period including (but not limited to) all Emoluments and Medical Expenses;

**Relevant Period** means the period from the date of the Player's release from International Duty injury until seven days before the Player's return to a matchday squad for his Club, up to a maximum of 12 months;

**Temporary Total Disablement** means an injury to a Player which temporarily and totally prevents him from participating in the Game but is not a Permanent Total Disablement; and "Temporarily Totally Disabled" shall be construed accordingly;

**Total Load Guidelines** means the guidelines that the relevant Union and/or League has agreed in writing with Rugby Bodies or Clubs within its own jurisdiction related to Player load, rest and recovery, provided such Guidelines have been approved by the relevant national Player Association. Where no such approved guideline exists, it means the guidelines set out in the Total Load Guidelines\* [link to agreed document] as agreed and updated from time-to-time, on an evidence-based approach, in consultation with International Rugby Players.

\*It is noted that additional peer-reviewed research is required in order to set specific load limits/guidelines for players. It is intended that further research will be commissioned by World Rugby to assist with providing the evidence required to develop agreed in advance of the implementation of the new Global Calendar in 2026.

and

**Working Time** means the total time a Player is available to provide services whether such services are provided to the Primary Employer or otherwise.

## 2. Liability for Players when on International Duty

2.1 Where a Player has been released pursuant to Regulation 9 the Union is responsible for and shall have in place appropriate financial arrangements ~~or insurance(which may include insurance)~~ to cover the Player and/or where applicable his Primary Employer in respect of losses and expenses incurred as a result of injury ~~or accidental death (as covered by the Accidental Death Cover)~~ sustained when the Player is on International Duty subject to the limits set out in Section 3 hereunder.

2.2 The cover referred to in Section 2.1 above shall include Medical Expenses, loss of Emoluments, Temporary Total Disablement, Career-Ending Injury, Catastrophic Injury and ~~Life Cover~~Accidental Death Cover ~~as a result of arising from any injury (or, in relation to Life Cover~~accidental death (as covered by the Accidental Death Cover, ~~death)~~ sustained when the Player is on International Duty.

## 3. Minimum Cover

3.1 The minimum financial limits and the terms and conditions of the cover to be provided pursuant to Section 2 above will be agreed or specified by World Rugby from time to time but will not be less than:

- (a) In the case of a Catastrophic Injury: £1 million sterling;
- (b) Where a Player sustains a Career-Ending Injury ~~and is aged on the date of the incident:~~
  - (i) where the Player is aged 29 years of age or less on the date of the incident; his Guaranteed Payments ~~(save where such Guaranteed Payments are more than £500,000 sterling they shall be deemed to be £500,000 sterling)~~;
  - (ii) where the Player is aged between 30 and 32 years of age (inclusive) on the date of the incident; 66% of his Guaranteed Payments ~~(save where such Guaranteed Payments are more than £500,000 sterling they shall be deemed to be £500,000 sterling)~~;
  - (iii) where the Player is aged 33 years of age and over on the date of the incident; 33% of his Guaranteed Payments, ~~(save where such Guaranteed Payments are more than £500,000 sterling they shall be deemed to be £500,000 sterling)~~;  
save that in all cases (i) to (iii) above, the Union's liability for the amount shall not exceed the cap of £625,000 (as detailed in the definition of Guaranteed Payments above) with the International Game assuming liability for any excess using the Guaranteed Payments Excess Scheme.
- (c) Where a Player is Temporarily Totally Disabled: his Guaranteed Payments ~~(save where such Guaranteed Payments are more than £500,000 sterling they shall be deemed to be £500,000 sterling)~~, on a

pro-rata basis for the period of time during [the Relevant Period in which he is unable to participate in the Game subject to the cap of £625,000 as detailed in the definition of "Guaranteed Payments" above to a maximum of one year from the date of the injury, and ending 7 days prior to the date he is able to resume participating in the Game](#);

- (d) Where a Player is Permanently Totally Disabled, the Union will first meet its obligation to reimburse the Primary Employer for all sums paid by the Primary Employer to the Player (including without limitation, reasonable costs arising from the termination of the Player's contract) up to the relevant financial limits set out in paragraphs 3.1(a) and (b) above. The Union shall pay the balance of any such sums (up to the relevant financial limits) to the Player.

- (e) [Life Cover](#)[Accidental Death Cover \(where applicable\)](#);

- (f) The cost of any and all Medical Expenses.

4. A Union may but is not obliged to agree with a Player or where applicable his Primary Employer to provide greater or more extensive cover than the minimum provided for in Section 3.1 above.

5. In the event that a Union does not satisfy the requirements of this Appendix 3 World Rugby may take such action as it considers appropriate.

## 6. Collaborative claims process

6.1 The following collaborative claims process shall apply in respect of claims by a Rugby Body or Club (being the injured Player's Primary Employer) against a Union pursuant to this Appendix 3:

- (a) As required pursuant to Regulation 9.20, the Club or Rugby Body and the Union (as applicable) shall [complete a form of medical assessment of each Player's medical condition and](#) maintain a written record of each Player's medical condition at the time of release by his Rugby Body or Club for International Duty, during the period of release and at the time the Player is released back to his Rugby Body or Club.
- (b) If the Union declares pursuant to Regulation 9.20 that the Player is not fit to play at the time the Player is released back to his Rugby Body or Club, subject to any emergency medical treatment which needed to be taken by the Union in the best interests of the Player's welfare, the responsibility for medical treatment shall rest with the Player's Rugby Body or Club which shall consult with the Player's Union about the proposed medical treatment and cost of the same.
- (c) Where the Player is released by his Union to the Player's Club or Rugby Body having been declared fit to play, the Player's Club or Rugby Body shall notify the Union in writing as soon as reasonably practicable and in any event within 10 days of the conclusion of the

Player's International Duty if they believe [liability has arisen and](#) any claim envisaged by this Appendix 3 is due, the nature of the claim, including, without limitation, anticipated medical treatment required and estimated Medical Expenses and other Relevant Costs and Expenses, to the extent known at that time;

- (d) Where the Union does not agree with the Club or Rugby Body's assessment of the medical treatment required and/or estimated and/or actual Medical Expenses and/or other Relevant Costs and Expenses, it shall notify the Rugby Body or Club within 30 days;
- (e) The Rugby Body or Club and the Union shall hold a meeting (in person, by phone or using other meeting technology) within 7 days, facilitated (if requested by either party) by the World Rugby Chief Medical Officer, and shall, acting reasonably, seek to come to an agreement in respect of the medical treatment and estimated and/or actual Medical Expenses and/or other Relevant Costs and Expenses;
- (f) In the absence of an agreement between the Rugby Body or Club and the Union in relation to the medical treatment and estimated and/or actual Medical Expenses and/or other Relevant Costs and Expenses being reached within 30 days of the meeting referred to in paragraph (e) above, the Club, Rugby Body or Union may refer the matter to the arbitration process set out in Section 7 below;

The Rugby Body or Club and Union shall follow the above process in (a) to (f) each time that the medical treatment and/or estimated and/or actual Medical Expenses and/or other Relevant Costs and Expenses materially change.

- (g) The Union shall pay or procure the payment of undisputed Relevant Costs and Expenses upon production of corresponding proof of payment (such as invoices or receipts) within 30 days of receipt of such proof by the Union save in the case of treatment and/or recovery which extend(s) beyond three months from the date of the injury, in which case the Union shall pay or procure payment of undisputed Relevant Costs and Expenses on a quarterly basis to the Club or Rugby Body from the date of injury. For the avoidance of doubt, where Relevant Costs and Expenses are partially disputed, the Union shall remain obliged to pay or procure the payment of any undisputed amount of Relevant Costs and Expenses in accordance with the timeframes set out in this Section 6.1(g). Where a Union fails to make payments in a timely manner in accordance with this Section 6.1(g), the relevant Club or Rugby Body may notify World Rugby who shall, without prejudice to any other action under the Regulations, seek to liaise with the relevant Union in order to procure the payment of outstanding amounts to the Rugby Body or Club.



## 7. Arbitration Process

Where a Club or Rugby Body and a Union cannot come to agreement pursuant to the collaborative claims process set out in Section 6 above, the parties may either: (i) agree to a binding arbitration procedure which is acceptable to both parties; or (ii) failing such agreement shall refer the matter to the Judicial Panel Chairman who shall appoint an independent arbitrator (or arbitration panel) ("Arbitral Body") as set out below:

- (a) A Club, Rugby Body or Union may refer a matter to arbitration within 14 days of the expiry of the 30 day period set out in Section 6.1(g) above by notifying the other party and World Rugby. In order to be valid, the notice shall set out in writing the nature of the dispute, remedies sought and shall exhibit copies of relevant documents including, without limitation, proof of payment of amounts claimed where relevant. The notice and related documents shall be in English or translated by the relevant party into English.
- (b) Upon receipt of a valid notice, World Rugby shall request the Judicial Panel Chairman to appoint an Arbitral Body to arbitrate the dispute. The venue and format of the arbitration hearing shall be at the discretion of the Arbitral Body, however, the seat of the arbitration shall be London, England, and the arbitration shall be subject to the World Rugby Regulations and Bye Laws including English law in accordance with Bye Law 15.
- (c) A single arbitrator shall be a lawyer, and if an arbitration panel is appointed it shall ordinarily comprise three members, being at least one lawyer (who shall be the chair), one medical practitioner and a third member from either category. There shall be no requirement that the members of the Arbitral Body come from a neutral country to the Union, Rugby Body and/or Club however they shall be independent of the parties.
- (d) The Arbitral Body will be able to regulate its proceedings as it sees fit and apply the general rules of evidence as are applied to Disciplinary Tribunals set out in Regulation 18, Appendix 1.
- (e) Without limitation to its powers as set out in Regulation 18, the Arbitral Body shall have the power to order a payment from one party to the other to settle the amount of Relevant Costs and Expenses. Any failure to comply with an order imposed by an Arbitral Body shall be equivalent to a breach of a Regulation in addition to any other action which may arise therefrom.
- (f) The Arbitral Body shall be entitled to recover its costs (including for the avoidance of doubt a reasonable fee for the members of the Arbitral Body). The Arbitral Body shall be entitled to make an order for costs in any proportion against the parties as it sees fit.

- (g) World Rugby shall be entitled to be represented at every arbitration where the Arbitral Body is appointed by the Judicial Panel Chairman under this Section 7 and to make submissions.
- (h) The decision of the Arbitral Body shall be final and not subject to appeal to any court or other body, save to the extent required pursuant to the Arbitration Act 1996.



## Regulation 23 - Approved Amendments

### 23.2 Liability for Players when on International Duty

23.2.1 Unions are responsible for and shall have in place appropriate financial arrangements or insurance to cover each Player (and/or his Primary Employer as applicable) in respect of losses and expenses incurred as a result of injury sustained when such Player is on International Duty. Such financial arrangements and/or insurance cover should include Medical Expenses, loss of Emoluments, Temporary Total Disablement, Career-Ending Injury and Catastrophic Injury incurred as a result of injury sustained at the time that the Player is on International Duty.

23.2.2 The minimum financial limits and the terms and conditions of the cover to be provided pursuant to Regulation 23.2.1 shall be agreed as follows:

(a) between the Union and the Player [\(provided the following minimum cover is included:](#)

[\(i\) Accidental Death Cover \(GBP£250,000\); and](#)

[\(ii\) In the case of a Catastrophic Injury: GBP£1 million;](#)

or

(b) between the Primary Employer and the Player where applicable, save where the Union has exercised the right of release pursuant to Regulation 9 in which case the limits set out in Appendix 3 to Regulation 9 shall apply.