

# NZR RugbySmart Education Regulation

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## What this Regulation is about

*RugbySmart* is NZR's injury prevention programme for *Referees* and *Coaches*, aimed at reducing rugby-related injuries and supporting player welfare.

This Regulation sets out the requirements for these *Participants*, referred to as *Captured Participants*, to complete the *RugbySmart* course each year as a requirement to participate in *Rugby*. Participating while not *Accredited* may lead to restrictions on participation being imposed.

NZR and *Affiliated Unions* also have responsibilities in relation to delivering and maintaining the education and accreditation process for *RugbySmart*. *Affiliated Unions* failing to meet their responsibilities or allowing someone to participate while not *Accredited* may lead to sanctions or penalties being imposed.

## Regulations for RugbySmart Accreditation

### How this Regulation applies

1. This Regulation applies to NZR, *Affiliated Unions* and *Captured Participants*.
2. Words or phrases that are in *italics* have a specific meaning which is set out under the heading "Definitions and Interpretation of Regulation".
3. This Regulation may be amended by NZR from time to time.

### Certain Participants in Rugby must attain RugbySmart accreditation.

4. A person that wishes to participate in *Rugby*, in one of the following capacities (a *Captured Participant*), must be *Accredited* for *RugbySmart*.
  - (a) If they are intending to fulfil the role of a *Coach* for *Players* aged 13 years or above;
  - (b) If they are intending to fulfil the role of *Referee* for *Players* aged 13 years or above; or
  - (c) A *Player* that is a member of a *Social Team* that has been designated by their team as their "player/coach".
5. The following persons are not a *Captured Participant* for the purposes of clause 4:
  - (a) *Coaches* of teams where the team they coach is either:
    - (i) competing in a *Senior Representative Competition*; or

- (ii) a *Representative Team*.
- (b) Referees who regularly and routinely are appointed to matches in *Senior Representative Competitions* or involving *Representative Teams*.

6. A *Captured Participant* must complete the *Accreditation Process*:

- (a) in each calendar year in which they wish to participate in *Rugby* before commencing participation and no later than the commencement of the season in which they are participating; and
- (b) as an eligibility requirement to *Register* as a *Coach* or *Referee* in accordance with the [NZR Registration Regulations](#).

## The Accreditation Process

7. A *Captured Participant* will be *Accredited* when:

- (a) they have completed a *RugbySmart* course that has been delivered in a manner approved by *NZR*; and
- (b) a record is created, either by the *Affiliated Union* or *NZR* as appropriate, that reflects that the *Captured Participant* has completed the *RugbySmart* course.

8. A person's *Accreditation* starts on the date they are *Accredited* and is current for a period of 13 months after the date they are *Accredited*.

9. The record created in clause 7(b) can be relied upon to prove a *Participant's Accreditation* status for any particular date.

## Consequences for participating in Rugby without RugbySmart accreditation

10. It is the *Captured Participant's* responsibility to obtain *Accreditation*. The *Accreditation* process is set out in clause 7.

11. If a *Captured Participant* participates in *Rugby* without an *Accreditation* for *RugbySmart* then:

- (a) where they are a *Coach*:
  - (i) they must be stood down from all coaching activity by the *Affiliated Union* or *Club* that they are *Registered* with until they are *Accredited*; and
  - (ii) any team that they participate with as a *Coach* will be suspended from participating in any form of *Rugby* until they are *Accredited* unless another *Coach*, who is *Accredited*, participates with that team.
- (b) where they are a referee, they must not be appointed as a referee to any match under the jurisdiction of the *Affiliated Union* that they are *Registered* with until they are *Accredited*;
- (c) where they are designated "player/coach" of a *Social Team*:
  - (i) they must be stood down from all participation activity by the *Affiliated Union* or *Club* that they are *Registered* with until they are *Accredited*; and
  - (ii) any team that they participate with will be suspended from participating in any form of *Rugby* until they are *Accredited* unless another *Player*, who is *Accredited*, participates with that team;

12. In addition to clause 11, in accordance with clause 26 of the [NZR Registration Regulations](#), *NZR* or an *Affiliated Union* may suspend or cancel a *Participant's Registration* at any time for any reason, which could include failure to comply with this Regulation.

## Responsibilities of Rugby Entities enabling RugbySmart accreditation

13. It is the *Participant's* responsibility to obtain *Accreditation*. The *Accreditation* process is set out in clause 7.

14. *NZR* and *Affiliated Unions* have responsibility for managing the *Accreditation* process, set out in clause 7, as follows:

- (a) *NZR* has the following responsibilities in relation to the *Accreditation* process:
  - (i) Annually, providing *RugbySmart* course content and materials to *Affiliated Unions*, including communication campaigns and related resources;

- (ii) Annually, providing training to course presenters of *Affiliated Unions*
- (b) *Affiliated Unions* have the following responsibilities in relation to the *Accreditation* process:
  - (i) nominating course presenters, venues, and course timings;
  - (ii) keeping accurate records of teams in competitions and coaches involved, cross-referencing to attendance at *RugbySmart* courses.
  - (iii) monitoring compliance with the Regulation within their geographical area.
- (c) Referee Associations that are *Rugby Entities*, in respect of their members, will assist the *Affiliated Union* they are affiliated with in achieving and monitoring compliance.

15. Clause 14(b)(iii) does not limit *NZR*'s ability to undertake investigations or audits of any records relating to *RugbySmart* or this regulation held by an *Affiliated Union*.

16. If an *Affiliated Union* fails to comply with any aspect of this Regulation or allows a *Participant* to participate in *Rugby*:

- (a) when not *Accredited*; or
- (b) without taking all reasonable steps to satisfy itself that the *Participant* is *Accredited*,

then it may be subject to the sanctions or penalties contained in any applicable regulation, rule or policy or agreement relating to the *Affiliated Union*, including any *Relationship Agreement*.

## Disputes about this Regulation

17. Subject to Rule 10 of the [NZR Constitution](#), any dispute as to:

- (a) the meaning or interpretation of this Regulation; or
- (b) any matter or question relating to *RugbySmart* not provided for in this Regulation,

will be determined by *NZR*.

# Definitions and Interpretation of Regulation

1. For the purposes of this Regulation, the following definitions shall apply:
  - (a) **Accreditation (or Accredited)** means a *Captured Participant* who has completed the *Accreditation Process*.
  - (b) **Accreditation Process** means the process in clause 7.
  - (c) **Affiliated Union** means a body so named in, or admitted pursuant to, the [NZR Constitution](#) as being an Affiliated Union;
  - (d) **Captured Participant** means a person defined by clause 4.
  - (e) **Club** means any club, entity, school, educational institution or other association that is a member or otherwise affiliated, directly or indirectly, with *NZR* or an *NZR Member* but does not include an *Entity Team*.
  - (f) **Coach** means the same *Registration Role* and *Registration Type* in accordance with the [NZR Registration Regulations](#).
  - (g) **NZR** means New Zealand Rugby Union Incorporated.
  - (h) **NZR Registration Form** means a form, approved by *NZR*, this is allowed to be used by a *Participant* in order to complete the Registration Process.
  - (i) **Participant** means *Player*, match official, selector, *Coach*, trainer, manager, team official, or an individual involved in the organisation, administration or promotion of *Rugby* including a director, officer or employee of a *Rugby Entity*.
  - (j) **Player** means a player of the game of *Rugby*.
  - (k) **Referee** means the same *Registration Role* and *Registration Type* in accordance with the [NZR Registration Regulations](#).
  - (l) **Registration (or Registered)** means a *Participant* who is completed the *Registration Process* for a specific *Registration Role* and *Registration Type* in accordance with the [NZR Registration Regulations](#).
  - (m) **Registration Role** means the registration option(s) available to a *Participant* as specified in Appendix 1 and included on the *NZR Registration Form*.
  - (n) **Registration Type** means the registration option(s) available for a *Registration Role* to reflect the form of *Rugby* offering available to that relevant *Registration Role* as specified in Appendix 1 and included on the *NZR Registration Form*.
  - (o) **Relationship Agreement** means an agreement in place between *NZR* and an *Affiliated Union* which reflects their relationship framework, including the respective roles, responsibilities, and investment arrangements supporting the delivery of agreed strategic outcomes for rugby in New Zealand.
  - (p) **Representative Team** means a national team (also known as a "Team in Black") that has been chosen to represent New Zealand by *NZR*.
  - (q) **Rugby** means the game of rugby union football, governed by World Rugby of which *NZR* is a member.
  - (r) **RugbySmart** means *NZR*'s mandatory injury prevention programme for referees and coaches, aimed at reducing rugby-related injuries and supporting player welfare.
  - (s) **Rugby Entity** means *NZR*, a *NZR Member* or any *Club* in membership or affiliation with *NZR* or a *NZR Member*.
  - (t) **Senior Representative Competition** means either Super Rugby Pacific, Super Rugby Aupiki, the National Provincial Championship, the Farah Palmer Cup or the Heartland Championship.
  - (u) **Social Team** means a team that participates in *Rugby* but without a person that is *Registered* as a *Coach*.
2. In this Regulation, unless the context otherwise requires:
  - (a) headings are for reference only and are not a tool for interpretation; and

- (b) references to any document (however described, including legislation) is a reference to that document as published from time to time.