



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

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

Date: **May 17, 2022**

Re: **World Rugby Special and Annual Meeting of Council May 12, 2022**
World Rugby Council Decisions: Notice of Amendments to World Rugby Laws and Regulations of the Game
Notice of Amendments to Laws of the Game
Notice of Global Law Trials
Notice of Regulation 4 Ruling
Notice of Amendments to Regulation 9

At its Special and Annual Meeting held on May 12, 2022 Council agreed the following:

Notice of Amendments to the World Rugby Laws of the Game

- (1) Law 18.8(a) – The 50:22 trial is adopted fully into law. – [attached annex 1\(a\) \(page 4\)](#)
- (2) Law 12 and Law 21.13 – The Goal line drop out trial is adopted fully into law. – [attached annex 1\(b\) \(page 5\)](#)
- (3) Law 9.22 – Sanctioning of the flying wedge is adopted fully into law. – [attached annex 1\(c\) \(page 6\)](#)
- (4) Law 9.20 – Jackler protection laws are adopted into law. – [attached annex 1\(d\) \(page 7\)](#)
- (5) 1- player pre-latched laws are applied as per the 1st arriving player. – [attached annex 1\(e\) \(page 8\)](#)
- (6) The clarifications and minor amends to law should be adopted fully into law. – [attached annex 1\(f\) \(page 9\)](#)
- (7) Side entry offences should become a stricter focus through a law application guideline.

Implementation date: July 1, 2022. Competitions which have commenced prior to July 1, 2022 may conclude under the current Laws of the Game.



Notice of Approval of Global Law Trials

- (1) The brake foot trial is adopted as a Global Law Trial. – [attached annex 2\(a\)\(page 13\)](#)
- (2) The revised Medic, Technical zone and water carrier protocol is as a Global Law Trial. – [attached annex 2\(b\) \(page 14\)](#)
- (3) The revised TMO protocol is adopted as a Global Law Trial – [attached annex 2\(c\) \(page 16\)](#)

Implementation date: July 1, 2022. Competitions which have commenced prior to July 1, 2022 may conclude under the current Laws of the Game.

Notice of Amendments to World Rugby Regulations

- (1) Regulation 9: Availability of Players – [attached annex 3 \(page 21\)](#)

Implementation date: July 1, 2022

Notice of Regulation 4: Cut-off date for compensation for youth development Ruling

- (1) Notice of Regulation 4: Player Status, Player Contracts and Player Movement – Cut-off date for compensation for youth development Ruling – [attached annex 4 \(page 52\)](#)

Implementation date: May 12, 2022

Yours sincerely,

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

David Carrigy
Chief International Relations & Participation Officer



ANNEX ONE

Laws of the Game

- a) Law 18.8(a) – The 50:22 trial is adopted fully into law.
- b) Law 12 and Law 21.13 – The Goal line drop out trial is adopted fully into law.
- c) Law 9.22 – Sanctioning of the flying wedge is adopted fully into law.
- d) Law 9.20 – Jackler protection laws are adopted into law.
- e) 1-man latch laws are applied as per the 1st arriving player.
- f) The clarifications and minor amends to law should be adopted fully into law.
- g) Side entry offences should become a stricter focus through a law application guideline.

Implementation date: July 1, 2022. Competitions which have commenced prior to July 1, 2022 may conclude under the current Laws of the Game.

ANNEX 1(a)

Law 18.8(a) – The 50:22 trial is adopted fully into law

Law 18.8(a)

Event	Location of the mark of touch	Who throws in
A player, in their own half, kicks the ball indirectly into touch in the opposition's 22. Either the team did not take the ball into their half, or a tackle, ruck or maul took place within the half, or an opponent touched the ball within the half. This variation does not apply at a kick-off or any type of restart kick.	Where the ball reaches the touchline.	The kicking team.

ANNEX 1(b)

Law 12 & Law 21.13 – The Goal line drop out trial is adopted fully into law.

Law 12 - Kick-off and restart kicks

Other restart kicks (drop-outs)

11. Play is restarted with a 22-metre drop-out when an unsuccessful penalty goal or dropped goal attempt is grounded or made dead in in-goal by the defending team, or the ball goes dead through in-goal from one of these attempts.

12. Play is restarted with a goal line drop-out when:

- The ball is played or taken into in-goal by an attacking player and is held up by an opponent.
- An attacking kick, other than a kick-off, restart kick following a score, drop goal, drop-out or penalty attempt, is grounded or made dead in in-goal by the defending team.
- An attacking player knocks on in the opponents' in-goal.

Type of restart kick	Location of kick	Sanction line
22-metre drop out	On or behind the defending team's 22-metre line.	The 22-metre line.
Goal line drop-out	On or behind the defending team's goal line.	The five-metre line.

13. A drop-out:

- Is taken at the location specified in the table. **Sanction:** Scrum.
- Must be taken without delay. **Sanction:** Free-kick.
- Must cross the sanction line as specified in the table. **Sanction:** The non-kicking team has the option of the kick being retaken or a scrum.
- Must not go directly into touch. **Sanction:** The opposing team chooses one of the following:
 - The drop-out being retaken; or
 - A scrum; or
 - A lineout; or
 - A quick-throw.

14. An opponent must not advance in front of the sanction line before the ball is kicked.

Sanction: Free-kick

15. An opponent, who is in front of the sanction line, may not delay or obstruct the drop-out.

Sanction: Penalty.

16. If the ball crosses the sanction line but is then blown back, play continues.

17. If the ball does not cross the sanction line, advantage may apply.

18. If a drop-out reaches the opponents' in-goal without touching any player and an opponent grounds the ball without delay or it goes into touch-in-goal or on or over the dead-ball line, the non-kicking team has the option of having the kick retaken or a scrum.

19. The team-mates of the kicker must be behind the ball when it is kicked. Those who are in front of the ball when it is kicked may be sanctioned unless they retire and do not interfere with play until they are put onside by the actions of a team-mate. **Sanction:** Scrum.

Law 21.16 – Ball held up in-goal

When a player carrying the ball is held up in the in-goal so that the player cannot ground or play the ball, the ball is dead. Play restarts with a goal line drop-out.

ANNEX 1(c)

Law 9.22 – Sanctioning of the flying wedge is adopted fully into law

Law 9.22 - Dangerous play in a ruck or maul.

22. Teams must not use the ‘flying wedge’.

Sanction: Penalty.

New Definition of Latched

Latched: Bound to a team-mate prior to contact.

Amended Definition of Flying Wedge

Flying wedge: An illegal type of attack, which usually happens near the goal line, either from a penalty or free-kick or in open play. Team-mates are latched on each side of the ball-carrier in a wedge formation before engaging the opposition. Often one or more of these team-mates is in front of the ball-carrier.

Deletion of definition of ‘cavalry charge’

~~**Cavalry charge:** An illegal type of attack, which usually happens near the goal line, when the attacking team is awarded a penalty or free-kick. At a signal from the kicker, a line of attacking players charge forward from a distance. When they get near, the kicker taps the ball and passes to a player.~~

ANNEX 1(d)

Law 9.20 – Jackler protection laws are adopted into law.

Law 9.20 - Dangerous play in a ruck or maul.

d. A player may lever the jackler out of the contest at the ruck but must not drop their weight onto them or target the lower limbs.

Sanction: Penalty.

ANNEX 1 (e)

1-player pre-latched

To recognise the potential for 1-player pre-latching prior to contact, but this player must observe all of the requirements for a first arriving player, particularly the need to stay on their feet.

ANNEX 1(f)

Clarifications and minor amends to law should be adopted fully into law

Law 8.14 – Opposition players at a Conversion

Law 8.14 amended to read “All players retire to their goal line and do not overstep that line until the kicker ~~begins~~ **the moves in any direction to begin their** approach to kick. When the kicker does this, they may charge or jump to prevent a goal but must not be physically supported by other players in these actions”.

Rationale: To bring Clarification 2020-1 into law

Law 9 – Foul play

Law 9.11 Players must not do anything that is reckless or dangerous to others. **This can include jumping into, or over, a tackler.**

Rationale – bring Clarification 2022-3 into law

Law 12 – Kick-off and restart kicks

Global Law Trial law 12.12. Play is restarted with a goal line drop-out when:

- The ball is played or taken into in-goal by an attacking player and is **then** held up, **grounded or otherwise made legally dead** by an opponent.
- An attacking kick, other than a kick-off, restart kick following a score, drop goal, drop-out or penalty attempt, is grounded or made dead in in-goal by the defending team.
- An attacking player knocks on in the opponents' in-goal.

Rationale – clarifying inconsistency around in-goal outcomes. Currently if the ball is kicked into in-goal by the attack and grounded by a defender, it's a GLDO. If it's carried into in-goal, and then ripped by a defender and then grounded it would be a 22 drop out as that scenario isn't covered in the current GLDO reasons. This also covers a charge down from the field of play which goes into in goal and is then made dead.

Law 15 – Ruck

15.16 Players must not:

- Fall **onto or over the emerging ball** ~~as it is coming out of a ruck~~, while it is on the ground near to the ruck.

Rationale – bring Clarification 2022-2 into law

Law 16 - Maul

Forming a maul

16.2. It consists of a ball carrier and at least one player from each team, bound together and on their feet. **A player ripping the ball from the ball carrier must stay in contact with that player until they have transferred the ball.** Sanction: Penalty

During a maul

16.10. All players in a maul must be caught in or bound to it and not just alongside it. **A player in possession of the ball must not slide or move backwards in the maul.** Sanction: Penalty

Rationale – Bring into law, the 2016 Law Application Guideline. This brought new maul sanctions that have never been placed into full law.

Law 21 – In-Goal

Ball Held up in-goal (Global Law Trial)

21.16 When a player carrying the ball is held up in-goal, so that the player cannot ground the ball or play the ball, the ball is dead. Play restarts with a goal-line drop out **or a 5m scrum, depending on how the ball entered in-goal.** (law 12.12a, and law 19.1 row 5)

Rationale: Consistency with pre-existing outcomes in Law 19.1 and 12.12. A defending player carrying/playing the ball into in-goal and then being held up, results in a 5m scrum (existing law). Bringing Clarification 2022-1 into law (subject to the Global Law Trial being confirmed)

Minor Amends

Law 3.16 – Uncontested Scrums

When a front-row player leaves the playing area, whether through injury or temporary or permanent suspension, the referee enquires at ~~that time~~ **the next scrum** whether the team can continue with contested scrums. If the referee is informed that the team will not be able to contest the scrum, then the referee orders uncontested scrums. If the player returns or another front-row player comes on, then contested scrums may resume.

Rationale – at a YC or RC the restart is likely to be a kicked penalty, or a tap and go. The conversation about uncontested scrums, and any subsequent player changes/removals, does not need to happen unless and until there is a scrum.

Law 3.34 – Rolling Replacements

A match organiser may implement rolling tactical replacements at defined levels of the game within its jurisdiction. The number of interchanges must not exceed 12. The administration and rules relating to rolling replacements are the responsibility of the match organiser.

Remove “3.34 Deleted” from Sevens law variations.

Rationale – Allowing match organisers to determine whether rolling replacements can be implemented in 7s tournaments. The number of interchanges is not being specified as this is currently part of an ELV for the World Rugby 7s series. Local Unions can determine the number required.

Law 4 – Permitted clothing

Law 4.3 Additional items are permitted. These are:

- e. shoulder pads **or approved chest pads**
- l. headscarves or coverings, providing they do not cause a danger to the wearer or other players.**
- m. Player monitoring devices**

Subsequent deletion of 4.4

4.4 ~~In addition, women may wear:~~

~~Chest pads~~

~~Headscarves, providing they do not cause a danger to the wearer or other players.~~

4.5. A player may not wear:

- f. shorts **or leggings** with padding sewn into them.

Rationale: To de-gender the law book, open up the law to male players’ religious dress, bring into law

the use of player monitoring devices, and to add a consequential addition following the 2021 law change which allows leggings for all players.

Law 13 – Players on the ground in open play

Pre-2018, this law was grouped in with a series of other laws under a heading “In the field of play”. However, when the simplification exercise was undertaken those headings were removed.

In refereeing practice, this law has never been translated into in-goal and players are permitted to touch the ball down in in-goal (for a try, or a defensive touch down), even if they are already on the ground. To make it clear that this is acceptable, we propose to include some new words to Law 13.3

13.3 A player on the ground, **in the field of play**, without the ball is out of the game and must:

- a) Allow opponents who are not on the ground to play or gain possession of the ball
- b) Not play the ball
- c) Not tackle or attempt to tackle an opponent

Rationale – bringing a 2018 simplification issue, and refereeing practice into law.

Law 18 - Lineout – ball being prevented from going 5m

Proposed amendment:

18.25 **Opposition** players must not block the throw. Sanction: Free-kick.

18.25 **No player** can block the throw **or prevent the ball from travelling five metres**. Sanction: Free-kick.

Rationale

In pre-2018 law it stated: “No player may block the throw-in or prevent the ball from travelling 5 metres. Sanction: Free Kick on the 15-metre line.”

This was inadvertently removed as a sanction in the simplification process and changed to “opponents” rather than “no player”. If it happens in a Quick Throw, the law currently states “no player”, but not in full lineout.

This brings consistency to the same actions at a Quick throw in and full lineout, and reinstates the pre-2017 sanction

Law 19 – In-Goal

- In goal: 21.10: If a tackled player is in the act of reaching out to ground the ball for a try or touch down, **defending players may knock the ball backwards, or** pull the ball from the player’s possession but must not kick or attempt to kick the ball. Sanction: Penalty.

Rationale - It is unclear if a defensive player can knock a ball from the hands of a ball carrier who is in the act of scoring. Law 11.5b expressly legitimises the action of knocking the ball from an opponents hands, but the specific actions currently in 21.10 if this happens in in-goal are unclear.

(11.5b: “The ball is not knocked-on, and play continues, **if a player** rips or **knocks the ball from an opponent** and the ball goes forward from the opponent’s hand or arm.”)



ANNEX TWO

Global Law Trials

Implementation date: July 1, 2022. Competitions which have commenced prior to July 1, 2022 may conclude under the current Laws of the Game.

- a) Brake foot Global Law Trial**
- b) Revised Medic, Technical zone and water carrier protocol Global Law Trial**
- c) Revised TMO protocol Global Law Trial**

ANNEX 2(a)

Law 19.10 – Scrum Engagement

Brake foot Global Law Trial

1) Scrum Brake foot

Addition to Definitions

'Brake' foot – Where a hooker has one foot positioned forward in the middle of the tunnel to help stability and to avoid axial loading. This position is adopted throughout the “Crouch and bind elements of the engagement sequence. The foot can only be withdrawn after the “set” and before the strike for the ball

Law 19 – Scrum Engagement

10. When both sides are square, stable and stationary, the referee calls “crouch”.
- a) The front-rows then adopt a crouched position if they have not already done so. Their heads and shoulders are no lower than their hips, a position that is maintained for the duration of the scrum.
 - b) The front-rows crouch with their heads to the left of their immediate opponents', so that no player's head is touching the neck or shoulders of an opponent.
 - c) Hookers must have a 'brake' foot positioned to help stability and to avoid axial loading.

Sanction: Free-kick.

11. Bind sequence is unchanged

12. When both sides are square, stable and stationary with the hooker still applying the brake foot, the referee calls “set”.
- a) Only then ~~may~~ must the hooker remove the brake foot and the teams engage, completing the formation of the scrum and creating a tunnel into which the ball will be thrown.
 - b) All players must be in position and ready to push forward.
 - c) Each front-row player must have both their feet on the ground, with their weight firmly on at least one foot.
 - d) Each hooker's feet must be in line with, or behind, the foremost foot of that team's props.

Sanction: Free-kick.

ANNEX 2b

Revised Medic, Technical zone and water carrier protocol should be adopted as a Global Law Trial

Law 6

Additional persons

An additional person who fails to adhere to the Laws may be cautioned or sent off in which case Misconduct charges may be issued by the Match organiser.

28. Appropriately trained and accredited first-aid or immediate (pitch-side) care persons may enter the playing area to attend to injured players at any time it is safe to do so

- a. There may be up to two medics, one on either side of the pitch, who may follow play.
- b. These medics can only carry and provide water to a player that they are treating.
- c. Medics cannot field, or touch a ball while it is in live play.

Sanction: Penalty where play would restart

29. At the relevant times, the following may enter the playing area ~~without the referee's permission~~, provided they do not interfere with play:

- a. Two nominated water carriers during a stoppage in play for an injury to a player or when a try has been scored.
 - i. In matches with a squad size of 23, they may only enter during the approved water times, and no more than twice per half with the approval of the Sideline Manager/4th Official. A water carrier must not be a Head Coach or Director of Rugby. (Note: the hot weather guidelines may warrant one further break per half.)
 - ii. Players may also have access to water in the Technical zone and in the area beyond their own dead ball line. If water is left in-goal this privilege will be removed.
- b. A person carrying only a kicking tee and one water bottle, (solely for the kicker's use) after a team has indicated they intend to kick at goal, or a try has been scored.
- c. The coaches attending to their teams at half-time.

These additional persons must remain in the technical zone at all times before entering the field of play as permitted above. They must not field or touch the ball while it is in live play, including while in the technical area.

Sanction: Penalty where play would restart

30. No additional persons should approach, address or aim comments at the match officials, except for medics in relation to the treatment of a player.

Sanction: Penalty where play would restart

Current law 6.30 is renumbered to 6.31.

Addition:

Law 1: Technical zones/areas should be identified on the 'Law 1 - The ground' illustration.

At present they are shown, but not labelled.

New Definitions:

Technical Zone/Area: A designated area shown in Law 1, where replacements, water carriers and coaches must remain until required. In matches with a squad size of 23, only water carriers are allowed in the Technical zone. In this case replacements must remain in the dedicated replacement seats until required.

Misconduct: an offence under World Rugby Regulation 18 or Match organiser's equivalent.

Television Match Official (TMO) Protocol

Updated: May 2022 Operational: 1 July 2022

The intention of the Protocol is not to enable the TMO to drive decision making, but instead allow the TMO to support and enable the on-field team to make better, more accurate refereeing decisions where, by circumstance, situation or human error, they are in need of such support.

World Rugby Law 6 currently provides the opportunity for match officials to use the TMO to assist in the adjudication of decisions across the game.

Section 1: Guiding principles

- The referee remains the lead decision maker of the refereeing team. The intention of the protocol is to provide the referee, their assistant referees and the TMO (commonly referred to as the Team of 4) with a technology-based solution to collectively make better and more accurate decisions. The protocol is not intended for the referee to absolve themselves of their decision-making duties and obligations.
- The protocol aims to deal in the space commonly defined as "**CLEAR & OBVIOUS.**" For clarity purposes, this is defined as an incident that is unlikely to be refereed in any other way. It refers to an incident during the game that is easily identifiable in terms of the Laws of the Game.
- The application of the TMO system must be credible and consistent and in doing so, contribute to maintaining the integrity of the game, while attempting to deal with the Clear and Obvious and 'Big Moments' during a game of rugby.
- Should a referee request the use of a TMO and a stadium screen is present, then the referee and their assistants may use the screen to aid in the TMO decision making process.
- It is intended that the referee should aim to lead the TMO referral process by creating an environment within which the Team of 4 (TO4) are able to provide them with the applicable facts of the referral. The referee will then collate all the information and lead the decision-making process.
- The protocol is intended to enable the TO4 to make formal referrals where discussions are needed in order to decide on the best game decision, but at the same time also allow a TMO to make live calls where they are in no doubt as to what the outcome of a particular incident may be. These live calls are further defined in Section 2.

Section 2: Types of Referrals

- Any member of the TO₄ may refer a matter/incident for TMO referral, including the TMO themselves.
- Referrals are classified as either formal referrals, or live referral contributions.
- Formal referrals:
 - Where any member of the TO₄ wishes to formally refer an incident, which, on face value, meets the principles contained in **Section 1: Guiding Principles**, then the referee will call a formal time out, create the 'T' signal with their hands, followed by the hand signal of a TMO box, and engage the TMO formally.
 - In such instances where the referral relates to the scoring of a try, the referee (and the assistants where applicable) will state an on-field decision and ask the TMO to provide specific broadcast angles that help in the making of the decision. For clarity purposes, the on-field decision may comprise one of two scenarios:
 - On field decision "**Try**", with reasoning to substantiate such.
 - On field decision "**No Try**", with reasoning to substantiate such.
 - Should the broadcaster provide an angle after a conversion takes place but before the restart has been taken, that clearly shows an infringement has taken place, then the TMO/referee should use the video referral process to deal with the infringement.
 - In such instances where the TO₄ are unable to establish an on field decision of "**Try**" or "**No Try**", the referee does have at their disposal the ability to indicate that the on field team are ***unsure as to whether a try has been scored nor not***, and request the TMO to provide angles from which they can collectively make a more accurate decision.
- Live referrals:
 - Where any member of the To₄ is able to make an accurate call without having to formally refer to the TMO.
 - This referral is intended to only be used where an incident occurs, in line with the provisions contained in **Section 3: Protocol Detail** relating to live referrals, where it is clear that the on-field team have missed a clear and obvious incident/decision that does ***not*** need formal referral.
 - This may be a live call by the TMO after reviewing a video assisted replay or delay screen.
- The parameters relating to each of these referrals are further detailed in **Section 3: Protocol Detail** below, where those laws underlined shall apply in the instances where a live referral may be conducted.

Section 3: Protocol Detail

- A match organiser may appoint an official known as a Television Match Official (TMO) who together with the Referee and Assistant Referees, uses available technological devices and video replay systems, within the intents of the guiding principles, to clarify situations relating to:
- *General play:*

Where match officials believe a ***Clear and Obvious*** infringement may have occurred in the immediate 2-phases of play leading to a try being scored, or in the preventing of a possible try from being scored. In referrals classified as ***Formal Reviews***, sections of Law that may be checked within this period include:

- ***Law 8: Scoring***

- All incidents relating to the grounding of the ball in-goal, whether by the attacking or defending team, including whether a ball has gone dead or not.
- All incidents relating to the act of scoring a try, including;
 - Where a player is tackled short of the line and there is doubt as to whether their movement into in-goal was a continuous one or not.
 - Where a player is tackled short of the goal line and there is doubt as to whether he immediately reaches out and scores/grounds a ball.
- All incidents relating to whether a kick has been successful or not.
- All incidents relating to whether a penalty try should be awarded or not.
- All incidents relating to whether a player was in touch or touch in-goal in line with Section 2's provisions relating to the timeframe within which this is applicable.

- ***Law 10: Offside in Open Play***

- All ***Clear and Obvious*** offside infringements within 2-phases leading to a possible try.

- ***Law 11: Knock-On or Throw Forward***

- All ***Clear and Obvious*** knock-on or throw forward infringements within 2-phases leading to a possible try.
- All ***Clear and Obvious*** knock-ons where the on-field team have awarded the scrum to the incorrect team to feed the ball.

- ***Law 15.4 – 15.9: Offside at a Ruck***

- All ***Clear and Obvious*** offside infringements, specific to "***Joining a Ruck***" within Law, and within 2-phases leading to a possible try.

- **Law 16.4-16.7: Offside at a Maul**
 - All **Clear and Obvious** offside infringements, specific to “**Offside at a Maul**” and “**Joining a Maul**” as defined within Law, and within 2-phases leading to a possible try.
- **Law 18.2 – 18.7: Touch, Quick Throw & Lineout**
 - 18.2 – 18.7:
 - All touch or touch in-goal decisions relating to the attacking and defending players. For clarity purposes, this includes whether a ball is in touch or not, and furthermore who should throw the ball in at a lineout.
 - It also includes whether a quick throw is applicable, and whether it has been taken correctly or not.
 - 18.8:
 - All lineout related referrals relating to who should throw the ball in at a lineout, and the mark at which a lineout should take place.
 - 18.30 – 18.36:
 - All **Clear and Obvious** offside infringements as defined within law, and within 2-phases leading to a possible try.
- **Law 19.27-19.33: Offside at a Scrum:**
 - All **Clear and Obvious** offside infringements, specific to “**Offside at a Scrum**” and as defined within Law, and within 2-phases leading to a possible try.
- **Law 21: In-Goal:**
 - All items relating to In-Goal for both the attack and the defence, including;
 - Grounding
 - Actions leading to the legal scoring of a try
 - Touch and Touch In-Goal
 - Corner flag post decisions
 - Goal-Line drop out restarts

At any stage of the game (i.e., not limited to within 2-phases prior to a possible scoring of a try) the following items of Law may be referred to the TMO by the TO₄, but should be before the start of the next phase of play. It should be within, and relating to, the guiding principles as defined in Section 1.

Law 9: Foul Play

All ***Clear and Obvious*** acts of Foul Play (excluding ***Law 9.19 "Dangerous Play in a Scrum"***) may be referred up until the game restarts (for clarity purposes, this includes a lineout after a Penalty Kick, should footage only become available then) including but not limited to;

- Obstruction (where material affect is determined, and in line with the guiding principle of ***Clear and Obvious***).
- Unfair Play & Repeated infringements.
- Dangerous play (where consideration should be given to possible processes contained within additional documents such as the Head Contact Process (HCP) document).
- Cynical play including intentional knock-ons.
- Issuing of Yellow and Red Cards.



ANNEX THREE

Regulation 9: Availability of Players

- **Amendments to the Release window for the Women's Game**

Implementation date: July 1, 2022.

REGULATION 9. AVAILABILITY OF PLAYERS**IMPORTANT NOTIFICATION:**

Due to Covid-19 and following approval at the Special Meeting of the Council (30 July 2020), Regulations 9.7, 9.9 and 9.11 have been temporarily amended. Such Regulations will read as follows until 31 December 2020:

9.7 Release Period

~~(a) For the period from 1 July 2020 to 31 December 2020, the Global Release Periods will be amended on a temporary basis. This reflects the fact that owing to the COVID-19 Pandemic, in 2020 certain Matches were not playable in the Northern Hemisphere Release Period and cannot be played in the July Global Release Period, the Southern Release Period or the Rugby Championship Release Period.~~

~~(b) The Global Release Period Right to Release for Matches shall apply as follows:~~

~~(i) For Northern Hemisphere Unions and Southern Hemisphere Unions, the Global Release Period shall operate as a combination of the Northern Hemisphere Release Period/the Southern Hemisphere Release Period and the existing Global Release Periods which shall commence on Saturday 24th October and conclude on the first weekend in December 2020.~~

~~(ii) For Rugby Championship Unions, the Global Release Period shall operate as a combination of the Rugby Championship Release Period and the existing Global Release Periods and shall operate as follows:~~

- ~~• For international players eligible to represent New Zealand and Australia: commencing on Saturday 10th October and concluding on the second weekend in December 2020.~~
- ~~• For international players eligible to represent South Africa and Argentina: commencing on Sunday 18th October and concluding on the second weekend in December 2020.~~

~~(iii) The Right to Release shall be exercised by Unions as specified in Regulation 9.9 below.~~

~~(iv) The limitation on the exercise of the Right to Release for Matches may be extended via agreement pursuant to Regulation 9.33."~~

9.9 (a) A Union shall be entitled to exercise its Right to Release for the Global Release Period on the following basis:

- In relation to players eligible to represent New Zealand and Australia, so that the selected Players are assembled at a location determined by those Unions and available to train at least five clear days prior to 10 October 2020;**
- In relation to players eligible to represent South Africa and Argentina, so that the selected Players are assembled for a 14 day period of quarantine at a location determined by those Unions prior to 3rd November 2020;**
- In relation to players eligible to represent any Northern Hemisphere Union or Southern Hemisphere Union, so that the selected Players are assembled at a location**

~~determined by those Unions and available to train at least five clear days prior to 24 October 2020;~~

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~~(b) All Matches scheduled by Unions in the Global Release Period shall be treated as an "International Tour" or "International Tournament" for the purposes of resumption of duty with the Player's Rugby Body or Club pursuant to Regulation 9.21 and Unions shall not be obliged to release Players back to their Rugby Body or Club until the conclusion of the International Tour or International Tournament on the first weekend of December 2020."~~

~~9.11 (a) Subject to Regulation 9.33, no Northern Hemisphere Union shall exercise the Right to Release for Matches on more than a total of 11 occasions during 2020 within the permitted Release periods set out in this Regulation 9.~~

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~~(b) Subject to Regulation 9.33, no Southern Hemisphere Union or Rugby Championship Union shall exercise the Right to Release for Matches on more than 12 occasions during 2020 within the permitted Release periods set out in this Regulation 9."~~

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-and-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.

- (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.

~~[This Regulation has been temporarily amended until 31 December 2020. See the above Notification.]~~

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. }

9.87(ii) Hemisphere Release Periods and Tournament Release Period

There are two Hemisphere Release Periods.

(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. 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 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) 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. 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 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.
- (c) Rugby Championship 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 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 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.

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 weekend of September and continue for the next eight consecutive weekends 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 weeks out of the eight week period. The 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.

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 weekend in March and shall conclude on or around the third weekend in June each year. 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 weeks out of the 13 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.

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.
- 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 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 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 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 occasions will be taken as follows:

- (i) 3 Matches in the July Global Release Period.
- (ii) 3 Matches in the November Global Release Period.
- (iii) 5 Matches during the Northern Hemisphere Release Period.

The 11 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 occasions will be taken as follows:

- (i) 3 Matches in the July Global Release Period.
- (ii) 3 Matches in the November Global Release Period.
- (iii) 6 Matches during the Southern Hemisphere Release Period.

The 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.

- (c) For Rugby Championship Hemisphere Unions these 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.
- (iii) 6 Matches during the Rugby Championship Release Period.

The 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.

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 13 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). 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) 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.

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** A Union calling for the release of a Player shall implement a process to maintain a written record of each Player's medical condition at the time of release by his 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 confirmation from the Player's Rugby Body, Club or Union 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.

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

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Player Signature

.....
Advisor Signature

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Date

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Date

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Witnessed By

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Witnessed By

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Position

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Position

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Date

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Date

APPENDIX 1, PART A

Northern Hemisphere Unions:

Canada
England
France
Ireland
Italy
Japan
Scotland
USA
Wales

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

Rugby Europe
Asia Rugby – all Unions save for Indonesia
Rugby Americas North
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 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

Americas Rugby Championship (applicable window(s) for Northern Hemisphere Unions only) or any successor Tournament

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

APPENDIX 2, PART A

Southern Hemisphere Unions:

Fiji
Samoa
Tonga

Indonesia

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

Oceania Rugby (save for Australia and New Zealand)

Sudamérica Rugby (save for Argentina)

Rugby Africa – Southern Hemisphere Unions as follows:

Botswana
Mauritius
Namibia
Rwanda
Seychelles
Swaziland
Tanzania
Uganda
Zimbabwe

Rugby Championship Unions:

Argentina
Australia
New Zealand
South Africa

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

Americas Rugby Championship (applicable window(s) for Southern Hemisphere Unions only) 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:

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 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;

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

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 for whom a Player is required, pursuant to a written agreement, 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 Player's release from International Duty 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; 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 to cover the Player and/or where applicable his Primary Employer in respect of losses and expenses incurred as a result of injury 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 as a result of injury (or, in relation to Life 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) 29 years of age or less; his Guaranteed Payments (save where such Guaranteed Payments are more than £500,000 sterling they shall be deemed to be £500,000 sterling);
 - (ii) between 30 and 32 years of age (inclusive); 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) 33 years of age and over; 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);

- (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 which he is unable to participate in the Game 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;
 - (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 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 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.

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- (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.



ANNEX FOUR

Regulation 4: Player Status, Player Contracts and Player Movement

- **Cut-off date for compensation for youth development Ruling**

Implementation date: May 12, 2022.

Regulation 4

The World Rugby Council at its Annual Meeting on May 12, 2022 **AGREED** that:

Pursuant to Regulation 4.7, a Union is entitled to claim compensation for investment made in a player's training and development during ages 17 – 23 where the player transfers before the player reaches the age of 24.