

Robert
Markel
Cup
Bylaws

2018

RMC BYLAWS 2018

ARTICLE 1. ORGANIZATION NAME

- 1.1. The name of this organization shall be the Robert Markel Cup, and the common name of this organization shall be RMC.

ARTICLE 2. ORGANIZATION PURPOSE

- 2.1. RMC is organized exclusively for fostering regional amateur rugby competition.
- 2.2. The objective of RMC shall be to develop, promote, and administer the game of Rugby Union in the Gulf South, consistent, but not affiliated with, the policies and procedures of USA Rugby, at the Men's Club Social level of play.
- 2.3. To foster an environment in which participation in the sport is encouraged for all those with an interest, regardless of race, religion or gender.
- 2.4. To develop the financial resources and disperse the funds necessary to carry out these stated objectives.

ARTICLE 3. TERMS AND RESPONSIBILITIES OF MEMBERSHIP

- 3.1. Participation in RMC shall be extended by invitation to any club in the Gulf South area, deemed competitively appropriate, that agrees to conform to the policies, procedures and requirements of RMC as set forth by these bylaws. The Participation period is for one season only, per invitation.
- 3.2. Initial Application or acceptance for membership shall be submitted electronically (via email) to the President of the RMC (RobertMarkelCup@gmail.com). The RMC Executive Committee (see Article 4) shall decide approval of membership by a simple majority. Termination of membership shall be decided by a two-thirds majority vote of the RMC Executive Committee. Each team shall submit annually a renewal membership form available from RMC Secretary providing updated contact information.
- 3.3. RMC is not affiliated with USA Rugby South, however all players and teams MUST be fully enrolled in the current USA Rugby CIPP Program.

- 3.4. Full Membership in RMC shall be reserved for clubs actively involved in playing rugby and in good standing. Good standing requires all of the following:
- 3.4.1. Filled out and approved Application Form.
 - 3.4.2. The weekly electronic submittal to the RMC President, and opposing team match secretary, of the game day roster sheet in line with the player Finals Eligibility requirements listed in Article 7, below
 - 3.4.3. Member clubs are responsible for fully paying referee fees.
 - 3.4.4. Compliance with these bylaws and RMC requirements for member renewal, as determined by the RMC Executive Committee.
 - 3.4.5. Full compliance with RMC Bylaws and Executive Committee decisions.
 - 3.4.6. Maintenance of up-to-date contact information for 2 club officials with the RMC Executive Committee.
 - 3.4.7. Each team is responsible for supplying a sound, even and safe playing surface for each of their home matches, with the size, dimensions and set-up of the field (goal post pads, corner posts, marked boundary lines, etc.) in line with both the USA and World Rugby requirements.
 - 3.4.8. Members are required to pay all fees associated with match play, including but not limited to: referee fees, field fees, transportation costs.
 - 3.4.8. Each club is required to pay a \$100 competition entrance fee no later than one week following the season commencement date. Fees will be used for costs associated with the pre-season general meeting, operational costs during the competition season, and Grand Final day costs associated with the RMC Committee responsibilities. All funds (if any) not used during the season will remain in the RMC Bank Account for use the following year. The details of any remaining funds at the conclusion of the season will be communicated to all clubs via email.

ARTICLE 4. ORGANIZATION OFFICERS AND COMMITTEES

- 4.1. Day to day business of RMC shall be conducted and directed by the RMC Executive Committee as described in this Article. The Executive Committee shall function as the equivalent of a Board of Directors. The Executive Committee shall have full governing authority, including but not limited to the authority to establish policy and procedures and other reasonable actions deemed to be in the interest

of the RMC, in furtherance of the RMC purpose and consistent with these bylaws. The Executive Committee's authority shall include the authority to amend these by-laws.

- 4.2. The Executive Committee shall be comprised of the: President, Vice President of Marketing, Secretary, Treasurer, and Compliance Officer.
- 4.3. For the 2018 RMC Competition the President role will be filled by Michael Gibbs.
- 4.4. The Executive Committee shall have the additional responsibility for taking appropriate action against individuals and/or teams that:
 - 4.4.1. Do not honor season and schedule commitments
 - 4.4.2. Act in any manner which is detrimental to the competition or the spirit of rugby
 - 4.4.3. Attempt to play any ineligible players or to deceive or manipulate player eligibility

ARTICLE 5. RMC SEASON SCHEDULE

- 5.1 The regular season matches are to commence on September 8th, 2018 and conclude no later than December 8th, 2018. The play off for 3rd and 4th place and the Grand Final (i.e., the championship match to determine first place and the 2018 season RMC winner) will take place on the same day, respectively, that being the 15th of December, 2018. Places in the finals will be determined sequentially based on the accumulation of competition points (as tabulated on the points table) during the regular season.
- 5.2 The 2018 RMC season schedule will be finalized and forwarded electronically to all clubs by the RMC President no later than August 20th, 2018. An additional copy of the schedule will be accessible through-out the season on the official RMC website.
- 5.3 Any agreed upon changes between teams, to a scheduled game day is to be decided and agreed upon (with confirmation via email), no later than 1 week prior to said match. All changes are to be communicated in writing (via email) to the RMC President no later than 1 week before the originally scheduled game in question.

ARTICLE 6. RULES OF COMPETITION

6.1. RMC matches will conform to the rules and guidelines of USA Rugby, except where otherwise noted as follows:

6.1.1. A maximum of twenty-five (25) players are permitted to compete per game, for all games of the RMC season, including the RMC Finals. To clarify, clubs are permitted an unlimited number of registered players for their club, but only 25 players are allowed to take the field in any given RMC match.

6.1.2 To allow additional players to be considered eligible for the RMC Finals who are not named in their club's top 25 team roster each week, players who are available for each RMC game and are present before the conclusion of each match can be listed on the game day roster sheet (as an "eligible spectator") in the same manner as those of the starting 25; these players are not permitted however to compete in the match. **Players MUST be present at the game no later than the conclusion of the game and signing of the game day sheet.** If all eligibility requirements are met for these players (including out of town game attendance) at the conclusion of the regular season, these players will be considered eligible for selection in the RMC Finals.

Note: It is required that a teams starting 25 roster be filled up first before "eligible spectators" can be listed. If a playing roster is not full for a particular match, it is expected that any eligible spectator's will already be participating in the match.

6.1.3 Rolling subs are permitted

6.1.4. In the event that one team does not have sufficient numbers to field a full fifteen's side, that team forfeits the match and points are awarded commensurately

6.1.5. In the event that neither team has sufficient numbers for fifteen-a-side rugby, an official game may be played on a gentlemen's agreement. Sides shall ensure that this agreement includes equal numbers of men on the field and a fair duration for each half based off of lineup construction. All try's and points will be attributed to the competition points table.

ARTICLE 7. PLAYER ELIGIBILITY FOR RMC COMPETITION

- 7.1. Must be a registered player in good standing with USA Rugby.
- 7.2. Must be registered to the club you are wishing to play for with USA Rugby. Note: The RMC competition is not a USA Rugby competition and this provision pertains to the club you will (or would) CIPP and play for in your regular “matrix” competition season.
- 7.3. To play in the RMC competition a player must be 18 years of age or over or have an approved waiver signed by the players parent or legal guardian, if between the ages of 16 and 18.
- 7.4. Any player who has played Rugby Union professionally in the previous year/ season (i.e. specifically stepped onto the field for a professional team in a professional competition) or has been selected to represent their country is ineligible for this tournament. Waivers will be granted by the Executive Committee on a case by case basis. Waivers (including reasons for the request) must be submitted electronically via email to the RMC President no later than one (1) week prior to the start of the RMC season. The player in question is not permitted to play in an RMC competition game until a decision on eligibility has been communicated electronically in writing via email reply. **Only waiver verification sent electronically via email from the RMC President will be considered valid. Note:** It is advised to request waivers as early as possible to allow sufficient time for review and response.
- 7.5. All players must be enrolled in CIPP prior to the start of the RMC. Each team and club is responsible for checking the USA Rugby CIPP database, for policing their player eligibility, and for disallowing anyone to play who is not CIPP enrolled. Games will be considered forfeited and competition points awarded and deducted accordingly (including retroactively) for any teams seen to be fielding any “un-CIPPed” players during an RMC competition game.
- 7.6. Revisions to the eligibility rules for the upcoming series shall be communicated by the Executive Committee.

ARTICLE 8. PLAYER ELIGIBILITY FOR RMC FINALS

8.1 To be eligible to play in the RMC Grand Final Day (in either the Grand Final or the playoff for 3rd place) players must have played the following through-out the season:

8.1.1 **A minimum of half of the regular season games.**

- If the regular season games are of an uneven number then the higher number of games, when halved, is required. For example, if the regular season is 7 games long then it is required that 4 games are played. If the regular season is 9 games long it is required that a 5-game minimum is played for a player to be deemed eligible for the Finals.

8.1.2 **A minimum of 3 away games, including at least two (2) “out of town” games.**

- To be clear. This means that for players to be eligible for the Finals from the New Orleans based teams – i.e., The Gretna Krewe, Pontchartrain Po’boys, or Crescent City Blues – it is a requirement to play a minimum of two (2) games against one of the following teams at their home match during the regular season: the Biloxi Landsharks, Baton Rouge or Jackson, MS. In the event an “out of town” game is forfeit, the requirement still stands and players must attend an alternate out of town game to satisfy the requirement. It is highly advised to play all out of town games so as to avoid missing out on Finals eligibility, due to running out of away games to play.

8.2 Exceptions to the above finals eligibility requirements will be considered based on injury, other extenuating circumstances, and participation in the season prior to a submission request for exception (see submission requirements below).

8.3 Exceptions to the player eligibility requirements will be assessed on a game by game basis and will require a formal eligibility waiver request. Requests are initially to be detailed (including reason and evidence) and submitted in writing, electronically, (**via email only**), to the RMC President (RobertMarkelCup@gmail.com) for final determination. Submittals later than 3 days after the game in question will not be considered and the player in question determined to have not played said game. **No form of initial submittal other**

than email will be considered acceptable. No retroactive or late submissions outside of the 3-day window will be considered for a waiver.

- 8.4 It is a requirement of each club, for each game, that players have their name recorded on a game day player roster sheet with each player's individual CIPP number recorded next to their name. The starting 25 players (or less) that partake in the game are to be clearly marked on the sheet as such and those outside the playing 25 ("eligible spectator"), as such. At the conclusion of each game the captain of each side must sign both their own teams roster sheet and that of the opposing team, as validation of the authenticity and honesty of the players listed, their attendance, and the CIPP numbers listed. The signature is to be made immediately adjacent to and below the final player listed on both the player and eligible spectator columns. This dual captain signature per sheet will additionally act as the final confirmation and agreement as to the validity of the number of players participating in the game for each team. The signed game day roster sheets are to be scanned and sent electronically (via email) to the RMC President (RobertMarkelCup@gmail.com) **no later than the close of business (5pm central time) on the Monday following the game.** No form of submittal other than the scanned and attached roster sheet, sent via email, will be considered acceptable.
- 8.5 Which games players participate in and where, will be tabulated weekly by the RMC President based on the weekly player roster submittal and will be used to determine player eligibility for the finals, as dictated by the requirements listed above.
- 7.5.1 The player roster sheet template will be supplied to the clubs, electronically, via email at the start of the competition, and will be additionally made available for download on the RMC website throughout the season.
- 7.5.2 It is considered fundamentally against the spirit of the game and RMC competition to forge player's names and CIPP numbers, or to list names of players who do not play during a match, other than as allowed and outlined above.
- 8.6 The "Tony Breaux" Clause: Players are not permitted to play for more than one (1) club for the remainder of the season, following the second (2nd) competition round of the season. To clarify, after two rounds have been played of the competition, all players are to remain at their club of choice at that time for the

remainder of the RMC season. Before this time, players are free to change clubs if they so desire.

- The reasoning behind this clause is to allow clubs with a large player roster initially, to give players who aren't getting a significant amount of game time, an opportunity to relocate to another club with lesser numbers and therefore a greater potential to play rugby for the remainder of the season.

8.7 Players wishing to move clubs after the second round of the competition schedule are required to submit a formal request to the RMC President (via email at RobertMarkelCup@gmail.com) detailing the specifics and reasoning for the desired move. The submittal, RMC President response, and FINAL ruling is required before the player in question can take the field for the new club.

8.8 Players will not be permitted to play in the Finals if they do not satisfy all of the requirements as listed above.

8.9 In the lead up to the Grand Final Day, all team rosters (ie the 25 players from each club who will be listed to participate in the Grand Final match(es)) are required to be submitted electronically to the RMC president no later than the Tuesday prior to the Grand Final day. For the 2018 season this date will be December 11th.

8.10 The above eligibility requirements have been drafted with three specific objectives in mind:

- To eliminate the ability and desire for clubs to bring in "ringers" for any game, with specific emphasis on the RMC Finals match(es);
- To encourage clubs to have a strong, permanent and local team roster for each season; and
- To eliminate players from playing for multiple teams during a season, and in so doing, diluting the value of winning the RMC competition.

8.11 Any attempt to deceive, counterfeit or manipulate the above eligibility rules will be dealt with severely including ineligibility from this season's finals and probable expulsion from future RMC seasons. It is the responsibility of each club to uphold the values of the player eligibility rules and fairness of the competition.

ARTICLE 9. COMPETITION POINTS TABLE (THE “LADDER”) AND FORFIETURE’S

9.1 The competition is designed to discourage forfeitures and to encourage the playing of all matches, especially “away” games.

Competition Points will be awarded or subtracted in the following manner:

- 2 points will be awarded for a win
- 1 point will be awarded to each team for a draw
- No points will be awarded to the losing team for a loss
- 2 points will be subtracted for a forfeited game with the points being awarded to the non-forfeiting team
- A tally of game points scored for and of points scored against, for each game, will be kept. In the event of multiple teams being equal on competition points, positions on the ladder will be determined based on the for and against differential of each team (i.e., the team with the superior for and against will be higher on the ladder)
- In the event of a forfeit, the non-forfeiting team will be awarded 25 game points to their “for” column and the forfeiting team will be awarded 25 game points to their “against” column

An example of the Competition Points Ladder is illustrated below:

Position on Ladder	Team	Games Played	W	L	D	Forfeited Games	Forfeited Against	Points For	Points Against	Points Differential	Competition Points
1	Dragons	3	2	0	1	0	2	175*	134	41	9
2	Dogs	5	4	0	1	0	0	163	133	30	9
3	Panthers	5	4	0	1	0	0	126	120	6	9
4	Cowboys	2	0	2	0	0	3	136	145	-9	6
5	Bunnies	3	2	0	1	2	0	53	76**	-23	1
6	Bronco’s	2	2	0	0	3	0	43	185**	-142	-2

*Note: "Points For" added for forfeits against team. **Note: "Points Against" added for forfeiting games.

W = Wins. L = Losses. D = Draws

- 9.2 The actual competition point's ladder will be tabulated weekly and updated on the RMC website.
- 9.3 The forfeiting of any games is highly discouraged and will result in heavy scrutiny of acceptance into the following RMC seasons.

ARTICLE 10. GRAND FINAL DAY HOSTING REQUIREMENTS

- 10.1 Expectations: The Grand Final day is a culmination of the RMC season and is expected to be a gala day for local Rugby Union. An additional game, to be played first on the day, will be organized by the RMC committee (played by either a local high school or women's team). Following this game, the play off for 3rd and 4th place will commence, with the Grand Final match following this match to conclude the day and season.
- 10.2 The hosting rights for the RMC Grand Final day will be awarded to the previous seasons premiership winning club. For the 2018 Season, hosting rights for the RMC Grand Final have been awarded to the Pontchartrain Po'boys.
- 10.3 The organization and communication of the two initial matches on the Grand Final Day, prior to the Grand Final itself - (including referees and teams) - will be coordinated by the RMC Committee. All responsibilities for the actual RMC Grand Final Match will be the responsibility of the Grand Final Day Hosting club.
- 10.4 Playing Field and surface: It is the responsibility of the Host Club to prepare the RMC Grand Final Day field and surface in line with the requirements listed in article 3.4.7 above. It is expected that the line marking and set up of the Grand

Final day field (including all corner posts, demarcation roping, and goal post pads) are completed no later than 1 hour prior to the kick-off time of the initial match of the Grand Final day.

- 10.5 The awarding of the RMC trophy (the Cup) to the 2018 season winning club will be held at the ground at the conclusion of the Grand Final Match. Prior to this the Cup is to be brought to the ground in time for the first match kick-off time.

- 10.6 To ensure the correct level of preparedness and to allow The Grand Final day to be adequately communicated and advertised to the local rugby community it is expected that the Grand Final Hosting team will communicate with the RMC President consistently and well ahead of time in regards to the specifics of the Grand Final day including (but not limited to) the venue, referees and touch judges assigned for the Grand Final, and plans for the after-match celebrations and hosting (if any).

ARTICLE 11. INDEMNIFICATION

- 11.1. Any person who is or was an Executive Committee member of RMC (and the heirs estate, executors, administrators and personal representatives of such persons) shall be indemnified to the fullest extent now or hereafter permitted by law in connection with any actual or threatened action or proceeding (including civil, criminal, administrative or investigative proceedings) arising out of their service to the RMC, Louisiana Rugby, or USA Rugby or to another organization at RMC's, Louisiana or USA Rugby's request. Persons who are not Executive Committee members, committee leaders or members may be similarly indemnified in respect of such service to the extent authorized at any time by the board members.