

**Memorandum of Understanding  
Between St. Mary's College of Maryland and the College of Southern Maryland  
-  
Rugby Club Team Membership**

This AGREEMENT, effective as of last dated-signature herein below (the "Effective Date"), is entered into by and between **St. Mary's College of Maryland (SMCM)**, 46645 College Drive, St. Mary's City, MD 20686 ; and the **College of Southern Maryland (CSM)**, 22950 Hollywood Road, Leonardtown, MD 20650-1758.

WHEREAS, **SMCM** desires to have a Memorandum of Understanding with **CSM** for the purpose of their respective student athletes jointly participating on the SMCM Rugby Club Sport team (the "SMCM Team").

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

**1. TERM AND TERMINATION**

1.1 The term of this Agreement ("Term") shall commence on the Effective Date and automatically renew annually, or until either party provides notice of termination of this agreement.

1.2 Either SMCM or CSM, may terminate this Agreement without cause by giving the other party 30 (thirty) days prior written notice.

**2. PURPOSE**

2.1 To comply with the NSCRO requirements for nearby schools seeking to establish one Rugby Club team, where only one of the two has the capacity to operate a team.

2.2 CSM does not have its own Rugby team and qualifies as a "nearby" college of SMCM, which does have a Rugby Club.

2.3 SMCM and CSM acknowledge and agree to adhere to the total enrollment of the team for the "combined" colleges will not exceed the enrollment limit set forth in the applicable National Small College Rugby Organization ("NSCRO") Team Eligibility Policy.

**3. CSM STUDENT ATHLETE PARTICIPATION**

3.1 **Team Composition.** SMCM Team participation is open to male and female CSM students.

**3.2 CSM Credit Requirement.** CSM students must be enrolled with a minimum of 6 credits per semester at CSM in order to participate on the SMCM Team.

**3.3 SMCM Documentation.** CSM students must complete SMCM club participation physical and documentation requirements.

**3.4 SMCM Health Form.** Before a CSM student will be permitted to practice and/or compete on the SMCM Team, the student must complete a SMCM Health Form (see **Attachment A**), and submit the form to the SMCM Office of Student Activities and/or Athletics and Recreation. This form must be completed each year before the season commences.

**3.5 USA Rugby.** Before a CSM student will be permitted to practice and/or compete on the SMCM team, the student must enroll as an SMCM Team player with USA Rugby.

**3.6 NSCRO Policy.** CSM students participating on the SMCM Team are expected to act in accordance with NSCRO policy.

**3.7 SMCM Policy.** During SMCM Team practice and competition, CSM students are subject to SMCM policy, including but not limited to SMCM's student policies on:

**3.7.1 SMCM Student Code of Conduct**

**3.7.2 SGA Club Rules**

SMCM Teams are required to submit to the SGA:

1. A completed SGA club contact card
2. A complete roster of members
3. An equipment inventory
4. A space request and venue reservation form for reserving fields
5. Competition and Practice schedules
6. Signed Assumption of Risk and Release Form for each club member
7. A completed Sports Medical Packet for each club member
8. An Acknowledgement of the Hazing Policy form for each club member

**3.7.3 SMCM Non-Discrimination Policy**

SMCM and CSM each agree not to discriminate in any manner in the selection or treatment of any prospective or accepted SMCM Team member, on the basis of

race, color, religion, creed, age, sex, gender identity/expression, sexual orientation, marital status, national origin, ancestry, veteran status or disability.

### **3.7.4 SMCM Sexual Misconduct Policy**

CSM students participating on the SMCM team will be informed about SMCM's Sexual Misconduct Policy and Procedures by a SMCM official, and are expected to adhere to the terms and conditions of that policy.

## **4. NSCRO**

In addition to adhering to SMCM policies (described above in section 3.7), all players are subject to the rules and requirements of the NSCRO (see **Attachment B**).

### **4.1 Students Under 19**

In accordance with NSCRO policy, any student-athlete under the age of nineteen (under 19) shall not play in any college rugby match, including an SMCM Team match, unless they are in compliance with USA Rugby's "Policy for Under 18s and Under 19s Playing Community (Adult or College) Rugby".

### **4.2 Amateurism**

Student-athletes must meet and remain in compliance with all applicable amateur standards as set forth by USA Rugby.

### **4.3 Adherence to and dissemination of NSCRO Policy**

SMCM and CSM agree to disseminate the NSCRO Policy to their institution's respective SMCM Team members.

### **4.4 Documentation to NSCRO**

SMCM and CSM will be responsible for submitting to NSCRO, before the spring season or before practice or matches commence, whichever may occur earlier, written documentation providing permission for their respective institution's eligible students to play rugby on the SMCM Team.

## **5. COLLEGE RESOURCES**

**5.1 Premises.** SMCM will provide an on-campus practice area for the SMCM team.

**5.2 Parking.** When playing at SMCM, CSM students will be permitted to park their vehicles in accordance with SMCM Parking Policy.

**5.3 SMCM Provisions.** SMCM agrees to supply equipment, uniforms, and medical supplies for the SMCM Team.

**5.4 Student Club Fees.** All participating students are required to pay club dues to SMCM, prior to being permitted to play on the SMCM Rugby team.

**5.5 Supervision.** At all times during official SMCM Team practice, SMCM shall provide Rugby coaching and supervision.

## **6. LIABILITY**

**6.1 Insurance.** Student participants on the SMCM Team are expected to maintain their own health insurance. All participating students are required to pay Club and Individual Participation Program (CIPP) fees to USA Rugby, to cover the cost of Accidental Injury insurance.

**6.2 Medical Authorization.** All students seeking to participate on the SMCM Team are responsible for obtaining and paying for their own physical examination, medically clearing them to play on the SMCM Team. CSM student athletes will be required to use the SMCM physical form and fill out the SMCM medical packet and health history in order to participate on the SMCM Rugby team. CSM students are not eligible for health services, including their physical examination for participating on the SMCM Team, at the SMCM Wellness Center.

**6.2 Indemnification.** SMCM and CSM shall defend, indemnify and hold harmless one another, their governing boards, officers and employees from and against any and all claims, damages, liabilities, injuries, expenses, demands and judgments, including court costs and attorney fees which arise out of, or in connection with any acts or omissions of one another, their officers or employees or any breach of this contract.

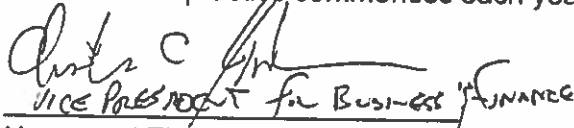
- (a) The obligation of SMCM pursuant to paragraph 6.2 of this Agreement is contingent upon the existence of an appropriation to that party by the Maryland State Legislature expressly for the purpose of satisfying this indemnification clause in particular or clauses of this type at the time that the acts or omissions giving rise to their obligations occur; and
- (b) To the extent a tortious claim against SMCM or CSM is involved, the institution's obligations shall not be greater than the liability that might be determined under the Maryland Tort Claims Act, section 12-101 et seq. of the State Government Article, Maryland Annotated Code (the "Act") or the Local Government Tort Claims Act, Section 5-301 et seq. of the Courts and Judicial Proceedings Article, Maryland Annotated Code as applicable (the "Local Act", if the claim had been asserted against the institution pursuant to the Act and/or the Local Act.

**6.3 Player Medical Exams.** SMCM shall not be responsible for the medical examinations attesting to a CSM student's fitness and ability to play on the SMCM Rugby team.

**6.4 CSM Student Waivers.** In consideration for participating on the SMCM Rugby Team, CSM participating students will be required to complete the attached waiver, agreeing to hold SMCM and CSM harmless from any and all injuries resulting from their team participation.

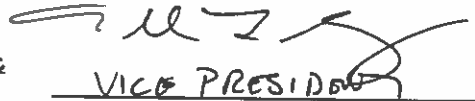
**7. MARYLAND LAW.** This Agreement shall be governed, and construed in accordance with the laws of the State of Maryland. The parties hereby expressly agree that any action arising under or in connection with this Agreement shall be brought only in the courts of the State of Maryland or in the U.S. District Court for the District of Maryland after all applicable administrative remedies have been exhausted.

**8. Documentation Required.** Each school shall submit a letter signed by the authorized official (typically it is provided by the Club/Recreation Sports Department) as well as the school's Risk Management office or appropriate administrator, giving permission for its students to play on the SMCM Team. This requirement is to ensure that each school has properly reviewed this matter. Letters shall be submitted to the governing Conference/Union who shall submit to NSCRO for review and acceptance on an annual basis. SMCM and CSM officials will provide one another with copies of these letters before practice commences each year.

  
VICE PRESIDENT for Business & Finance

Name and Title  
For: St. Mary's College of Maryland

Date: 4/26/18

  
VICE PRESIDENT

Name and Title  
For: College of Southern Maryland

Date: 7-20-18