

**AMENDED AND
RESTATED BYLAWS
OF
UNITED STATES OF AMERICA RUGBY FOOTBALL UNION,
LTD. D/B/A USA RUGBY**

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ARTICLE I **INTRODUCTORY**

Section 1.1. Name and General Purpose. The name of the Corporation is United States of America Rugby Football Union, Ltd. The Corporation shall do business under the name of “USA Rugby.” USA Rugby is the national governing body of Rugby Union in the United States of America. Formed in 1975 in part to ensure the playing and administration of the game in the United States is in accordance with the Laws of the Game, and World Rugby Regulations. USA Rugby is a full member of World Rugby and the United States Olympic & Paralympic Committee. USA Rugby is the regulatory entity for the sport of Rugby Union and is responsible for overseeing and sanctioning participation of the amateur and professional game. It runs the National representative teams across all age groups for men and women. USA Rugby is the sanctioning body for all competitive Rugby matches at the national level, and indirectly through its Council’s at the local, regional, and national level. The Corporations goals are to grow the sport throughout the country by providing appropriate levels of training, education and compliance while promoting inclusivity and diversity within the Game.

Section 1.2. Offices. The Corporation shall maintain its principal office and national headquarters in a place in the United States decided by the Corporation, or at such other place as the Board may designate from time to time. The Corporation may also have offices at such other locations as the Board may select and the business of the Corporation shall require.

Section 1.3. Fiscal Year. The fiscal year of the Corporation shall end on December 31 of each year, or on such other dates as may be fixed from time to time by resolution of the Board.

Section 1.4. Definitions. The terms set forth below shall have the following meanings unless otherwise required by the context in which they may be used:

(a) Affiliate Sanctioned Organization. “Affiliate Sanctioned Organization” is the legal entity recognized by the Corporation as the sole entity for the respective communities.

(b) Athlete Council. “Athlete Council” is one of the four representative councils to the Corporation that represents the interests of International Athletes.

(c) Athlete Representative. “Athlete Representative” means a Qualified International Athlete, Qualified Amateur Athlete, or Qualified Retired International Athlete who serves on the Councils, Board, or any committee established or referenced in these Bylaws.

(d) Board. “Board” means the Board of the Corporation.

(e) Club Member. “Club Member” means a Member of the Corporation described in Section 3.1(b) of these Bylaws.

(f) College Conference. “College Conference” means an organization primarily consisting of geographically affiliated Club Members from the College Group subject to the regulation, direction and discipline of the organization.

(g) College Community. “College Community” means the cumulative college Club Members represented in the College Council.

(h) Community Agreements. “Community Agreements” are the negotiated legal agreements between the Corporation and the Affiliate Sanctioned Organizations which sets forth their agreement to the terms, conditions, obligations and rights.

(i) Community Council. “Community Council” means one of the three community representative Councils - Senior Club, Youth & High School, and College.

(j) Constituent Communities. “Constituent Communities” means the College Community, the Senior Club Community and the Youth and High School Community, as defined herein, each a “Constituent Community.”

(k) Corporation. “Corporation” means United States of America Rugby Football Union Ltd. d/b/a USA Rugby (hereinafter sometimes referred to as “USA Rugby”).

(l) Council. “Council” means one of four main Councils: Youth & High School Council; College Council; Senior Club Rugby Council; and Athlete Council as outlined in Article IV.

(m) Director. “Director” means a member of the Board of the Corporation.

(n) Independent Director. “Independent Director” means a member of the Board of the Corporation selected through the Nomination Committee process.

(o) Member. “Member” means a member of the Corporation as defined in Article III of these Bylaws.

(p) Member Dues. “Member Dues” are those dues paid by individual members either to the Corporation or the respective Community as compensation for services, programs, and benefits securing the member designation.

(q) National Governing Body. “National Governing Body” or “NGB” means any sports organization, which is recognized by the USOPC in accordance with Articles VIII of the USOPC Constitution.

(r) National Office. “National Office” means the central operational office for the Corporation and C-Level executives.

(s) Notice. “Notice” means written notice delivered to the person entitled thereto personally or by sending a copy thereof by any of the following methods:

(i) By courier service (charges prepaid) to the person's address supplied by the person for the purpose of Notice. Notice pursuant to this paragraph shall be deemed to have been given to the person entitled thereto when deposited in the U.S. mail or with a courier service for delivery to that person.

(ii) If consented to by the person entitled to Notice, by e-mail to the person's e-mail address supplied by the person to the Corporation for the purpose of Notice. Notice pursuant to this paragraph shall be deemed to have been given to the person entitled thereto when sent.

(t) Qualified Amateur Athlete. "Qualified Amateur Athlete" means an athlete who is an Individual Member of the Corporation and who is actively and currently engaged in amateur athletic competition in the sport.

(u) Qualified International Athlete. "Qualified International Athlete" means an athlete who is an Individual Member of the Corporation and who has either (i) represented the United States in international rugby competition in a men's or women's Rugby World Cup or Sevens World Cup, or in an event designated by the USOPC as an Operation Gold Event within the ten years preceding the election of such athlete; or (ii) been a member of USA Rugby's men's or women's National Team or National Sevens Team within the twenty-four (24) months preceding the election of such athlete.

(v) Qualified Retired International Athlete. "Qualified Retired International Athlete" means an athlete who is an individual member of the Corporation and who has represented the United States in international rugby competition, as recognized by the USOPC or International Federation, at any point.

(w) Qualified Sevens Athlete. "Qualified Sevens Athlete" means an athlete who is an Individual Member of the Corporation who has either (i) represented the United States in international rugby competition in a men's or women's Sevens World Cup or Sevens World Cup qualifying event, or in an Olympic Games, or in an event designated by the USOPC as an Operation Gold Event within the ten years preceding the election of such athlete to the Board of USA Rugby or the Athlete's Advisory Council of the USOPC; or (ii) been a member of the USA Rugby men's or women's national sevens team within the twenty-four (24) months before such election.

(x) Senior Club Rugby Union. "Senior Club Rugby Union" means an organization primarily consisting of geographically affiliated Club Members from the Senior Club Rugby Group subject to the regulation, direction and discipline of the organization.

(y) Senior Community. "Senior Community" means the cumulative senior men's and women's Club Members represented in the Senior Club Rugby Council.

(z) State Governing Body. "State Governing Body" means an organization primarily consisting of geographically affiliated individual and organizational

members from the Youth and High School community subject to the regulation, direction and discipline of the Youth and High School Council.

(aa) Ted Stevens Olympic and Amateur Sports Act. “Ted Stevens Olympic and Amateur Sports Act” means the Ted Stevens Olympic and Amateur Sports Act [36 U.S.C. 220501 et seq.] and as amended.

(bb) Terms of Reference. “Terms of Reference” or “TOR” are official documentation for each Council and/or Committee detailing the policies and procedures of said entity.

(cc) USOPC. “USOPC” means the United States Olympic & Paralympic Committee.

(dd) World Rugby. “World Rugby” means the international federation of rugby, formerly known as the International Rugby Board.

(ee) Youth and High School Community. “Youth and High School Community” means the cumulative boys and girls youth and high school Individual and Organizational Members represented in the Youth and High School Council. Youth is defined as any and all individuals who have not reached their 19th birthday by September 1 of the year of registration.

ARTICLE II **PURPOSES AND** **POWERS**

Section 2.1. General. The Corporation shall be the National Governing Body for the sport of rugby in the United States and shall aim to enhance the sport in the United States and promote U.S. participation internationally. The Corporation shall be autonomous in its governance of the sport of rugby in the United States and shall determine and control all matters central to such governance, shall not delegate such determination and control except where allowed in these Bylaws, and shall be free from outside restraint. This provision shall not be construed as preventing the Corporation from contracting with third parties for administrative assistance and support in connection with its purposes.

Section 2.2. Purposes. The Corporation is organized exclusively for the purposes as defined and limited by Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or any corresponding provision of any future United States Internal Revenue Law) and, in furtherance thereof and not in limitation thereof:

(a) To establish national goals for athletic activities related to the sport of rugby and encourage the attainment of those goals;

(b) To coordinate and develop athletic activity in the United States directly relating to the sport of rugby, and to foster productive working relationships among organizations active in the sport of rugby;

- (c) To exercise exclusive jurisdiction over the sport of rugby in the United States, in world championships and other international competitions;
- (d) To promote and support athletic activities in the sport of rugby involving the United States and foreign nations;
- (e) To promote and encourage physical fitness and public participation in rugby;
- (f) To assist organizations and individuals concerned with sports in the development of rugby training;
- (g) To protect the opportunity of and encourage and provide assistance to any athlete, coach, trainer, manager, administrator, or official to participate in rugby without discrimination on the basis of race, color, religion, age, gender, sexual orientation, national origin, or physical disability;
- (h) To establish rules regarding eligibility for participation by individuals in rugby competition on a local, regional, national and international level;
- (i) To provide for the swift and equitable resolution of conflicts and disputes involving athletic competition in the sport of rugby;
- (j) To foster the development of athletic facilities for use by athletes training for competitions in rugby and assist in making such facilities available to the athletes;
- (k) To provide and coordinate technical information on physical training, equipment design, coaching and performance analysis in the sport of rugby;
- (l) To encourage and support research, development, and dissemination of information in the areas of sports medicine and sports safety related to the sport of rugby;
- (m) To provide for athlete voice and vote in the Corporation by ensuring that active participants in the sport of rugby serve in policy making positions within the organization in accordance with the provisions of the Ted Stevens Olympic and Amateur Sports Act and USOPC Bylaws;
- (n) To fulfill all purposes outlined in general for a National Governing Body as specified by the USOPC; and
- (o) To do all lawful acts incidental to the achievement of the foregoing purposes.

Section 2.3. Powers. In addition to (and not in limitation of) the powers granted to the Corporation under its certificate of incorporation and pursuant to the laws of the state of its incorporation, the Corporation shall be empowered to:

- (a) Represent the United States in relations with appropriate national and international sports federations, organizations or committees;
- (b) Serve as the coordinating body for the sport of rugby in the United States;
- (c) Exercise jurisdiction over international and national activities in rugby and sanction international and national rugby competition held in the United States and establish rules, procedures, and fees for the sanctioning of any such events;
- (d) Conduct and/or coordinate amateur athletic competition in the sport of rugby, all championships, including but not limited to local and regional competitions and championships, national championships, and international competition in the United States;
- (e) Establish procedures for the determination of eligibility and disciplinary standards for participation in competitions and championships;
- (f) Designate and select individuals and teams to represent the United States in international competition in the sport of rugby and certify, in accordance with the rules of World Rugby, the eligibility of such individuals and teams;
- (g) Facilitate, through orderly and effective administrative procedures consistent with these bylaws, the resolution of conflicts, disputes, or grievances which involve any of its members;
- (h) Establish and maintain offices for the conduct of the affairs of the Corporation; and
- (i) Do all things necessary and/or appropriate to promote or further the sport of rugby.

Section 2.4. National Dues. The Corporation shall raise revenue to support the mission, functions and obligations of the Corporation through the appointment and collection of fair and reasonable National dues from the membership. The setting of the amount of said National dues shall be through a representative and collaborative process, with advice and consultation taken from the four Councils and National Office as to the amount, designations and frequency of collection.

The process for setting dues shall be as follows:

- A) The National Office shall propose any increase or decrease in National dues no more than once annually. Said proposal shall be inclusive of the rationale for the proposed amount incorporating both tangible and intangible benefits of membership after seeking input as to reasonableness in comparison with other National Governing Bodies (NGB) of like size and function. Said proposal shall then be submitted to the Audit and Risk Committee for consideration and comment.

- B) Proposed National dues shall then be submitted by each of the four Councils' elected Directors to their constituent Councils for input, feedback, and comment.
- C) The Board of Directors shall consider the input, feedback and comment from the Councils, Audit and Risk Committee, and the National Office. The Board shall then either amend the proposal or submit the proposal as is to a vote of the Board of Directors, which must ratify any change of dues by a supermajority (75%) vote.
- D) If any proposed Dues increase exclusively affects only one of the Communities, that Community Council shall be required to ratify the increase by a super majority vote.

Section 2.5. Authority to Delegate. The Corporation through its Board of Directors may delegate distinct and appropriate functions to any one or all of the four Community Councils by majority vote. The delegation of powers may be similarly recalled by majority vote of the Board of Directors. No powers central to the operation of the Corporation, such as its role as National Governing Body for the sport, liaison roles with World Rugby, USOPC or any other regulatory body, fiscal responsibility and authority, or any other material and necessary function of the Corporation may be delegated, unless said purpose, power or responsibility has been so designated under Article IV of these bylaws.

Section 2.6. Arbitration under Ted Stevens Olympic and Amateur Sports Act and USOPC Bylaws.

(a) USA Rugby shall submit to final and binding arbitration conducted on a timely basis under the auspices of the American Arbitration Association, in accordance with the commercial rules of the American Arbitration Association then in effect, any controversy involving USA Rugby's recognition as a National Governing Body for the sport of rugby as provided for in the Bylaws of the USOPC and the Ted Stevens Olympic and Amateur Sports Act. The arbitration shall be conducted as set forth in Article XIII of these Bylaws.

(b) USA Rugby shall submit to final and binding arbitration conducted under the auspices of the American Arbitration Association, in accordance with the commercial rules of the American Arbitration Association then in effect, any controversy involving the opportunity of any athlete, coach, trainer, manager, administrator or official to participate in rugby competition as provided for in the Bylaws of the USOPC and the Ted Stevens Olympic and Amateur Sports Act.

Section 2.6. World Rugby Rules. USA Rugby shall automatically adopt all Laws of the Game as may be promulgated by World Rugby from time to time, without any further action required by the Board, or any officer or committee of USA Rugby. USA Rugby will timely publicize any such Law changes.

ARTICLE III

MEMBERS

Section 3.1. Eligibility, Terms, and Voting Rights. The Corporation shall have three classes of members: Individual Members, Club Members, and Organizational Members (collectively the “Members”). Except as specifically stated herein, each member is required to be a member of the Community Groups’ Organizations and/or affiliated and sanctioned entities, as defined above, including Club, College and Youth.

(a) Individual Members. Each Individual Member shall be an individual who meets the following eligibility criteria:

(i) Is a player, coach, referee, and/or administrator participating in the sport of rugby or a person otherwise involved or interested in the sport of rugby;

(ii) Has timely submitted a signed (electronic or otherwise), factually correct, and complete membership application in the form prescribed by the Corporation and has been approved as an Individual Member by the Corporation;

(iii) Pays in a timely manner the fees and assessments established from time to time by the Board, and those dues assessed by their respective Councils;

(iv) Abides by all rules and regulations relating to eligibility, competition, play, and participation imposed by World Rugby and the Corporation, as they may be amended from time to time (More stringent eligibility rules may be set by Councils for competitions under their purview as they see fit as set forth in their Terms of Reference); and

(v) Abides by the Corporation’s Certificate of Incorporation, these Bylaws, the policies, and procedures of the Corporation, and such other terms or conditions of membership established by the Board, as they may be amended from time to time.

Individual membership is open to any person, regardless of race, color, religion, age, gender, sexual orientation, national origin or physical disability who meets the eligibility criteria set forth above. Individual membership is granted for a term of one (1) year or for other periods or upon terms as may be established by the Board. Each Individual Member may apply for renewal of his or her membership, which shall be subject to the approval of the Corporation. Renewal of membership is dependent on continued satisfaction of the eligibility criteria set forth above.

Individual Members generally shall have no voting rights, except that each Individual Member who is a Qualified International Athlete shall be entitled to vote for the sole

purpose of electing and removing Athlete Council Members, as set forth in the Athlete Council TORs.

(b) Club Members. Each Club Member shall be an organization that meets the following eligibility criteria:

(i) Is an organization of Individual Members, formed by or on behalf of its affiliated Individual Members, existing to facilitate the participation of its affiliated Individual Members in the sport or rugby and to promote goals consistent with this Corporation's goals and objectives;

(ii) Has timely submitted a signed, factually correct, and complete membership application in the form prescribed by the Board and has been approved as a Club Member by the Corporation;

(iii) Pays in a timely manner the fees and assessments established from time to time by the Board, and dues established from time to time by the Board and those dues assessed by their respective Councils;

(iv) Abides by all rules and regulations relating to eligibility, competition, play, and participation imposed by World Rugby and this Corporation, as they may be amended from time to time (More stringent eligibility rules may be set by Councils for competitions under their purview as they see fit as set forth in their Terms of Reference); and

(v) Abides by the Corporation's Certificate of Incorporation, these Bylaws, the policies, and procedures of the Corporation, and such other terms or conditions of membership established by the Board, as they may be amended from time to time.

Club membership is granted for a term of one (1) year. Prior to the expiration of each term, each Club Member shall apply for renewal of its membership, which shall be subject to the approval of the Corporation. Renewal of membership is dependent on continued satisfaction of the eligibility criteria set forth above. The Club Members shall have no voting rights.

(c) Organizational Members. Organizational Members shall be divided into three categories: Full Organizational Members, Associate Organizational Members, and Affiliated Organizational Members.

(i) Full Organizational Members. Each Full Organizational Member shall be an organization that meets the following eligibility criteria:

(A) Is a Senior Club Union, College Conference, or State Governing Body that (1) is of sufficient size or composition (as determined by the Board from time to time), (2) is financially self-sufficient and self-governing; and (3) promotes goals consistent with this Corporation's goals and objectives;

(B) Has timely submitted a signed, factually correct, and complete membership application in the form prescribed by the Board and has been approved as a Full Organizational Member by the Board and their respective Council;

(C) Pays in a timely manner the fees and assessments established from time to time by the Board, and dues established from time to time by the Board and those dues assessed by their respective Councils;

(D) Abides by all rules and regulations relating to eligibility, competition, play, and participation imposed by World Rugby and this Corporation, as they may be amended from time to time (More stringent eligibility rules may be set by Councils for competitions under their purview as they see fit as set forth in their Terms of Reference); and

(E) Abides by the Corporation's Certificate of Incorporation, these Bylaws, the policies, and procedures of the Corporation, and such other terms or conditions of membership established by the Board, as they may be amended from time to time.

(F) Full Organizational Membership is granted for an indefinite term, subject to continued satisfaction of the eligibility criteria set forth above.

(G) Full Organizational Members shall have voting rights as set forth in their respective Terms of Reference.

(ii) Associate Organizational Members. Each Associate Organizational Member shall be an organization that meets the following eligibility criteria:

(A) Is an organization primarily consisting of Club Members that have not joined together as an entity described above as a Full Organizational Member, because so joining together would be impractical or inadvisable in the discretion of their respective Council and the Board;

(B) Has timely submitted a signed, factually correct, and complete membership application in the form prescribed by the Board and has been approved as an Associate Organizational Member by Board;

(C) Pays in a timely manner the fees and assessments established from time to time by the Board, and dues established from time to time by the Board;

(D) Abides by all rules and regulations relating to eligibility, competition, play, and participation imposed by World Rugby and this Corporation, as they may be amended from time to time; and

(E) Abides by the Corporation's Certificate of Incorporation, these Bylaws, the policies, and procedures of the Corporation, and such other terms or conditions of membership established by the Board, as they may be amended from time to time.

(F) Associate Organizational Membership is granted for an indefinite term, subject to continued satisfaction of the eligibility criteria set forth above. Associate Organizational Members shall have no voting rights.

Associate Organizational Members shall not be entitled to automatic entry into any USA Rugby Championships. Individual Members who participate in a geographic area that is or becomes an Associate Organizational Member shall nevertheless be eligible for selection to a team representing the United States.

(iii) Affiliated Organizational Members. Each Affiliated Organizational Member shall be an organization that meets the following eligibility criteria:

(A) Is a Senior Club Union, College Association, or Youth Rugby Organization that (1) is of sufficient size or composition (as determined by the Board from time to time), (2) is financially self-sufficient and self-governing; (3) promotes goals consistent with this Corporation's goals and objectives; and (4) due to their position do not require full membership within USAR but do require services from USAR;

(B) Has timely submitted a signed, factually correct, and complete membership application in the form prescribed by the Board and has been approved as an Affiliated Organizational Member by the Board and their respective Council;

(C) Pays in a timely manner the fees and assessments established from time to time by the Board, and dues established from time to time by the Board and those dues assessed by their respective Councils;

(D) Abides by all rules and regulations relating to eligibility, competition, play, and participation imposed by World Rugby and this Corporation, as they may be amended from time to time (More stringent eligibility, competition, play, and participation rules

may be set by Councils for competitions under their purview as they see fit as set forth in their Terms of Reference);

(E) Abides by the Corporation's Certificate of Incorporation, these Bylaws, the policies, and procedures of the Corporation, and such other terms or conditions of membership established by the Board, as they may be amended from time to time;

(F) Affiliated Organizational Membership is granted for an indefinite term, subject to continued satisfaction of the eligibility criteria set forth above;

(G) Affiliated Organizational Members shall have no voting rights, except as provided within specific Council TORs. Affiliated Organizational Members may participate within their respective Council as specified by their TORs;

Affiliated Organizational Members shall not be entitled to automatic entry into any USA Rugby Championships. If a team chooses to participate in an entity (Geographic, Collegiate, Youth, or otherwise) that is or becomes an Affiliated Organizational Member, that team shall be eligible for participation upon satisfying the requirements of full membership.

Individual Members who choose to participate in an entity that is or becomes an Affiliated Organizational Member shall be eligible for selection to a team representing the United States upon satisfying the requirements of full membership.

(iv) Affiliated Sanctioned Organizations: There shall be one Affiliated Sanctioned Member allowed for the Athlete, Senior Club, College and Youth Community. Each Affiliated Sanctioned Organizational Member shall be an organization that meets the following eligibility criteria:

A. Is an Athlete, Senior Club Union, College Association, or Youth Rugby Organization that (1) is of sufficient size or composition (as determined by the Board from time to time), (2) is financially self-sufficient and self-governing; (3) promotes goals consistent with this Corporation's goals and objectives; and (4) has agreed to the terms and conditions of the Community Rugby Agreements;

B. Has timely submitted a signed, factually correct, and complete membership application in the form prescribed by the Board and has been approved as an Affiliated Sanctioned Organizational Member by the Board and their respective Council;

- C. Pays in a timely manner the fees, assessments and dues established from time to time by the Board and those dues assessed by their respective Councils which are incorporated into their Community Rugby Agreements;
- D. Abides by all rules and regulations relating to eligibility, competition, play, and participation imposed by World Rugby and this Corporation, as they may be amended from time to time. More stringent eligibility, competition, play, and participation rules may be set by Councils for competitions under their purview as they see fit as set forth in their Terms of Reference; Abides by the Corporation's Certificate of Incorporation, these Bylaws, the policies, and procedures of the Corporation, and such other terms or conditions of membership established by the Board, as they may be amended from time to time;
- E. Affiliated Sanctioned Organizational Membership is granted for an indefinite term, subject to continued satisfaction of the eligibility criteria set forth above;
- F. Affiliated Sanctioned Organizational Members shall have no voting rights, except as provided within specific Council TORs and/or Community Rugby Agreements. Affiliated Sanctioned Organizational Members may participate within their respective Council as specified by their TORs and/or Community Rugby Agreements.

Except as set forth in their TORs and/or Community Rugby Agreements, Affiliated Sanctioned Organizational Members shall not be entitled to automatic entry into any USA Rugby Championships. If a team chooses to participate in an entity (Geographic, Collegiate, Youth, or otherwise) that is or becomes an Affiliated Sanctioned Organizational Member, that team shall be eligible for participation upon satisfying the requirements of full membership.

Individual Members who choose to participate in an entity that is or becomes an Affiliated Sanctioned Organizational Member shall be eligible for selection to a team representing the United States upon satisfying the requirements of full membership.

(d) Membership Year. The membership year shall be from September 1st to August 31st of each year or such other period as may be established by the Board from time to time.

(e) Multiple Memberships. If any Associate Organizational Member becomes affiliated with a Full Organizational Member or another Associate Organizational Member, its status as an Associate Organizational Member shall terminate immediately.

(f) Other Rights. The Board may establish other rights and benefits of membership, provided that such rights and benefits are consistent with these Bylaws.

Section 3.2. Membership Dues and Fees. The National Office shall have the power to assess reasonable Member National dues and fees as described in Section 2.4 of these bylaws. Such National dues and fees may vary by class of Members, or by category of Members within each class.

Section 3.3. Suspension or Termination of Membership.

(a) Individual or Club Members. Individual or Club membership may be revoked or suspended as follows:

(i) The failure by an Individual Member or Club Member to timely pay all dues and fees imposed by the Corporation upon such Member shall automatically result in a suspension of all rights and privileges of the Member. Such suspension shall become effective without further action of the Board and shall remain in effect until such dues and/or fees are paid in full. If any such dues and fees remain unpaid for a period of one (1) year, the membership of the non-paying Individual Member or Club Member shall be revoked automatically, without further action of the Board.

(ii) Individual or Club Membership may be suspended or revoked based on the Member's failure to satisfy the applicable eligibility criteria or for other good cause consistent with the goals and purpose of USA Rugby. Any Individual or Club Member whose membership is proposed to be suspended or revoked shall receive Notice of the proposed denial, revocation or suspension and shall be entitled, upon Notice, to a fair and equitable administrative hearing, conducted according to the rules of Article XII of these Bylaws to determine whether such suspension or revocation is in the best interest of this Corporation and its goals and purposes.

(b) Organizational Members. Organizational Membership (Full, Associate, or Affiliated) may be revoked or suspended subject to the following:

(i) The failure by an Organizational Member (Full, Associate, or Affiliated) to timely pay all dues and fees imposed by the Corporation upon such Member shall automatically result in a suspension of all rights and privileges of the Organizational Member. Such suspension shall become effective without further action of the Board and shall remain in effect until such dues and/or fees are paid in full. If any such dues and fees remain unpaid for a period of one (1) year, the membership of the Organizational Member shall be revoked automatically, without further action of the Board.

(ii) Organizational Membership (Full, Associate, or Affiliated) may be suspended or revoked for violation of the terms and conditions of

membership or for other good cause consistent with the goals and purposes of USA Rugby, provided, however, that suspension and revocation for such reasons shall occur only upon an affirmative vote by two thirds of the voting members of the Board other than the representatives of the Organizational Member potentially subject to the suspension or revocation, regardless of the number of members voting. Any Organizational Member whose membership is proposed to be suspended or revoked shall receive prior Notice of such proposal and shall have the opportunity to a fair hearing at the regularly scheduled Board meeting or a special meeting called for the purpose of considering such proposal. If an Organizational Membership is suspended or revoked, the individual members who are in good standing and participate in rugby within the geography of the suspended or revoked Organizational Member shall nevertheless be eligible for selection to teams representing the United States.

Section 3.4. Transfer of Membership. Membership in this Corporation is nontransferable and nonassignable.

ARTICLE IV **COUNCILS**

Section 4.1. Authority. The Community Councils for Senior Club, College, Youth and High School, and Athlete Council for International Athletes shall be the elected representative bodies of the Members of each of their communities. All matters required by law to be submitted to a vote of the Members shall be submitted to the Councils, except as otherwise set forth in these Bylaws.

The role, powers, and duties of the Councils shall include:

- (a) To establish the governance structure of their Council including, but not limited to the number, qualifications, election and removal of Council Members and Officers;
- (b) To set forth the Council governance structure in their respective Council's Terms of Reference document in accordance with these bylaws and the Community Agreements;
- (c) To establish and maintain the policies and procedures for the operations of the Council;
- (d) To receive and review periodic reports on the activities of the Corporation, and its committees and actions taken by the Board and to report back to its constituent Members;
- (e) To propose and approve Member Community dues and administrative fees for their respective membership;
- (f) To elect and/or remove their Council's Directors of the Corporation, in accordance with the respective Council's Terms of Reference and these Bylaws;
- (g) To appoint and/or remove their respective Council's representative to the Nomination, Audit & Risk, Grievance and other committees and/or work groups as required;

- (h) To propose changes to and/or approve the Terms of Reference for their respective Communities;
- (i) To form an Independent and Sanctioned Affiliate for their respective communities in accordance with that Council's Terms of Reference
- (j) To collect Member Community dues and administrative fees for their respective communities and/or assign those rights to an Independent and Sanctioned Affiliate of their respective Council;
- (k) To establish financial and accounting practices and procedures for the management of any Member Community dues, administrative fees and other funds the Council and/or the Independent and Sanctioned Affiliate may receive in accordance with generally accepted accounting practices and principles;
- (l) To establish, maintain and control their respective community's competitions, eligibility, Council level discipline, and related responsibilities, with the exception of the enforcement of the Corporation's Code of Conduct, Doping and SafeSport regulations which shall be the sole purview of the Board of Directors and the CEO;
- (m) To propose changes to and/or approve the respective Community Rugby Agreement;
- (n) To receive the disbursement of any community specific philanthropic donations and/or funds received by the Corporation;
- (o) To seek and/or apply for philanthropic donations and Community specific public and private grants for their respective Community;
- (p) To receive disbursement of any community specific funds received by the Corporation from Commercial sources and/or sponsors;
- (q) To seek, apply for, and negotiate commercially beneficial agreements with duties and obligations for the financial or operational benefit of their respective Communities. The Councils and/or the respective Sanctioned Affiliate shall have the ability to contract without need for approval from the Board so long as said sponsorship does not obligate the Corporation, the Board, or the National Office or any of its employees or contractors to do or refrain from any specific action or inaction, opportunity or obligation. Any commercially beneficial agreement entered which requires insurance coverage must be insured by the Council and/or the respective Sanctioned Affiliate. Any and all sponsors must meet the general guidelines as adopted from time to time by the Board of Directors.
- (r) To review and approve any application for an Individual or Organizational Membership application to the Corporation which falls within their respective Community.
- (s) To seek cooperation and coordination amongst the Councils for common matters and/or policies and procedures which may overlap between the Communities.

Council Members shall be bound by the Corporation's confidentiality and conflict of interest policies, as such policies shall be adopted and amended from time to time by the Board.

Section 4.2. Number, Qualification, and Term. Each Council shall establish the policies and procedures for their respective Council, including but not limited to the number of Members who make up their Council, the qualifications for such Members to serve on the Council, the resignation or removal and replacement of such Member, filling vacancies and the term of the Member on the Council. These policies and procedures shall be set forth in the respective Community Council's Terms of Reference.

No paid employee of the Corporation shall be eligible to serve as a Council Member. No Council

Member shall be entitled to simultaneously serve as a Council Member for more than one of Councils. In the event that a person is elected to more than one such position simultaneously, he or she shall resign one such position.

Section 4.3. Nomination and Election of Individual Members elected by Councils

(a) Each Council shall establish nomination and election policies and procedures for their respective Council and set forth those policies and procedures in their Terms of Reference.

(b) Such nomination and election processes shall ensure the Member Organizations of each Community are allowed to participate in these elections.

(c) The International Athletes' Council nomination and election processes shall meet the requirements of World Rugby and the USOPC.

(d) Council Members for the Senior Community, College Community and Youth and High School Community must be selected by election, not by appointment or any other method of selection.

Section 4.4. Meetings. The Councils are responsible for scheduling their own council meetings and the specifics of such meetings shall be set forth in the respective Terms of Reference.

The Councils shall have an annual meeting, along with the Board, and employees of the Corporation, to discuss the state of the Corporation, as well as coordinate efforts in all areas of rugby development in all Communities.

Section 4.5. Quorum and Voting. The Councils are responsible for determining their own voting eligibility and quorum, and specifics of such procedures shall be set forth in the respective Terms of Reference.

ARTICLE V
BOARD OF
DIRECTORS

Section 5.1. Authority and Powers. Subject to the rights of the Members and any limitations set forth elsewhere in these Bylaws or the Certificate of Incorporation of the Corporation, the affairs of the Corporation shall be under the general direction of a Board of Directors (also referred to herein as the "Board"), which shall administer, manage, preserve, and protect the property of the Corporation. The role, powers and duties of the Board shall be to make policy for the Corporation as the National Governing Body of the sport of rugby consistent with the goals and objectives stated within these Bylaws, to determine the membership of the Corporation as set forth herein, to set all dues and fix all fees to be paid by the Members of the Corporation within the limitations set forth in these bylaws, to raise funds for the use and benefit of the Corporation, and to oversee implementation of policy of the Corporation. Further specific powers and responsibilities of the Board include, without limitation:

(a) To formulate (in consultation with management) and monitor the implementation of the strategic plan of the Corporation;

(b) To approve and monitor the implementation of the annual business plan, operational plan, and budgets;

- (c) To evaluate, approve the hiring, and if necessary, remove the CEO and C-Level Executives;
- (d) To appoint and oversee the activities of the standing and ad hoc committees, sub-committees and advisory groups of the Corporation;
- (e) To formulate and implement sound corporate governance practices and to ensure that the Corporation acts ethically and adheres to high standards of corporate behavior;
- (f) To provide for the preservation and effective use of the assets of USA Rugby so as to ensure the long-term viability of the organization and the availability of its resources, when needed;
- (g) To ensure that the Corporation's financial statements are true, fair, and compliant with law and to provide for an annual independent audit of the financial statements;
- (h) To ensure that appropriate codes and policy frameworks exist to promote effective governance of USA Rugby through clear, written, and regular review and updating of:
 - (i) the policies of USA Rugby;
 - (ii) strategic and annual operational plans;
 - (iii) standing orders and terms of reference for committees and special advisory groups;
 - (iv) procedures and protocols for the operation of any USA Rugby associated entities;
 - (v) clearly defined and delegated powers/limits of authority for decision making for the Board, committees, management, and employees;
 - (vi) risk management and audit policies; and
 - (vii) to borrow money on behalf of the Corporation, including the power to pledge the assets of the Corporation, from time to time to discharge the Corporation's obligations with respect to indemnification, the advancement and reimbursement of expenses, and the purchase and maintenance of insurance.

Section 5.2. Number and Qualifications. The Board shall consist of eleven (11) voting Directors, including four (4) Independent Directors, four (4) Athlete Representative Directors, at least three of which must be a Qualified International Athlete and of the three, two must be Qualified Sevens Athletes, and three (3) Community Council Representative Directors with 1 such director elected by each of the three Community Councils. The Board shall be composed of persons with a broad matrix of financial, legal, commercial, marketing, sports business skills, international rugby experience, and contacts. Directors shall be elected without regard to race, color, religion, age, gender, sexual orientation, national origin, or physical handicap except where specified by these Bylaws. All Directors shall be Individual Members of the Corporation. There shall be two male and two female Athlete Representative Directors at all times. No paid employee of the Corporation shall be eligible to serve as a Director.

Section 5.3. Terms and Classes. There shall be three (3) categories of Directors: Independent Directors (4), Athlete Representative Directors (4) and Community Council Representative Directors (3). The Independent, Community Council, and Athlete Directors shall be divided

into three (3) classes with different lengths of initial terms. The term of each category and class of Directors shall expire as follows:

CATEGORY AND CLASS	EXPIRATION OF TERM
CLASS 1-Independent , Athlete and Youth Community Directors – 2021	May 10, 2021 and every three (3) years thereafter with a maximum of two more terms
CLASS 2-Independent, Athlete and Club Community Directors – 2022	May 10, 2022 and every three (3) years thereafter with a maximum of two more terms.
CLASS 3- two (2) Independent, two (2) Athlete and College Community Directors - 2023	May 10, 2023 and one (1) additional three (3) year term.

Each Independent Director, Community Council Representative Director and Athlete Representative Director serve their Class term set forth above, or until such Director’s successor has been duly elected and qualified or until the Director’s earlier death, resignation, or removal. Except as to CLASS 1 AND 2, no Independent Director, Community Council Representative Director or Athlete Representative Director shall serve for more than two (2) consecutive three(3) year terms, after which he or she must remain off the Board for at least one (1) year before being eligible to again serve as a Director. Class 1 and 2 shall be eligible to serve two (2) consecutive three (3) year terms after their initial term.

Section 5.4. Nomination and Election.

- (a) Independent Directors. The Independent Directors shall be (a) nominated by the Nominating Committee at least forty-five (45) days prior to the annual meeting of the Board or other meeting of the Board called for the purpose of electing Directors; and (b) elected by the Board by a simple majority vote at such meeting. The Nominating Committee shall nominate at least one person for each vacant position or for each position the term of which is due to expire in such year. The Board shall elect or refuse to elect each person nominated by the Nominating Committee but may not elect any person not nominated by the Nominating Committee. If the Board does not elect one or more of the nominated persons, the Nominating Committee shall subsequently present to the Board new nomination(s) for such positions for election or refusal to elect until all vacancies are filled. Upon election to the Board, all Directors shall be installed either (i) upon completion of the term of their predecessor; or (ii) immediately upon election by the Board in event of a vacancy.
- (b) Athlete Representative Directors. The Athlete Representative Directors shall be elected in accordance with the election practices outlined in the Terms of Reference for the Athlete Council, which shall meet all requirements and definitions of the Bylaws and in accordance with all applicable USOPC and federal guidelines.
- (c) Community Council Representative Directors. Each Community Council Representative Director (Senior Club, Youth and High School and College) shall be elected in accordance with the election practices outlined in the Terms of

Reference for each respective Council, which shall meet all requirements and definitions of the Bylaws and in accordance with all applicable USOPC and federal guidelines.

Section 5.5. Vacancies.

(a) General. In the event of the death, resignation, or removal of a Director, such Director shall be replaced by a vote of the persons or body responsible for the election of such Director in the same manner required for the election of such Director. Notwithstanding the provisions of Section 5.4 to the contrary, the election of the replacement Director shall be conducted promptly and without unnecessary delay, in accordance with this Section. Such elections may be conducted by teleconference or other reliable electronic means.

(b) Independent Director. If the Director to be replaced was an Independent Director, then the replacement Independent Director shall be (a) nominated by the Nominating Committee at least five days prior to the meeting of the Board called for the purpose of electing Directors; and (b) elected or refused by the Board by a simple majority vote at such meeting.

(c) Athlete Representative Director. If the Director to be replaced was an Athlete Representative Director, then the replacement Athlete Representative Director shall be elected in accordance with the Athletes' Council Terms of Reference.

(d) Community Council Representative Director. If the Director to be replaced was a Community Council Representative Director, then the replacement Community Council Representative Director shall be elected in accordance with the Community Council Terms of Reference.

(e) Term of Service of Replacement Director. Each replacement Director so elected shall serve for the unexpired portion of the term of the Director being replaced, or until the Director's successor is elected and qualified under Section 5.4 or until such replacement Director's earlier death, resignation or removal. If such unexpired term is less than one-half (1/2) of the length of a full term, such unexpired term shall not be counted toward the two-term service limit set forth in Section 5.3 of these Bylaws with respect to the Director elected to fill such vacancy. If such unexpired term is one-half (1/2) or more of the length of a full term, such unexpired term shall be counted as a full term with respect to the Director elected to fill such vacancy for purposes of said two-term service limit.

Section 5.6. Resignation. Any Director may resign at any time by giving written Notice to the Chair or the Board. Such resignation shall take effect at the time specified therein or, if no time is specified, at the time of acceptance of the resignation as determined by the Board.

Section 5.7. Removal of Directors. An Independent Director may be removed from office for cause by a 75% super-majority vote of the Board. Community Council and Athlete Council representative Directors may be removed by their Community Council through their removal processes as outlined in each group's Terms of Reference. Community Council and Athlete Council representative Directors may be removed for cause through a 75% super-majority Board vote, only if upon (i) the Board issuing an official censure to the respective

council; and (ii) the council has been provided 30 days to undertake mitigation/remediation; (iii) there is still for cause for removal. For purposes of this Section 5.7, “cause” shall mean the failure by the Director to carry out his/her duties or responsibilities as a Director or any action or inaction which, in the discretion of the Board adversely affects or may affect the Corporation.

Section 5.8. Compensation. No compensation shall be paid to any Director for services as a Director but, at the discretion of the Board, a Director may be reimbursed for travel and actual expenses necessarily incurred in attending meetings and performing other duties on behalf of the Corporation.

Section 5.9. Meetings. The Board shall meet at least quarterly at dates and times established by the Board. One meeting designated by the Board shall be the annual meeting of the Board and will be aligned with the annual meeting of Councils and Corporation. Special meetings shall be called by the CEO upon the order of the Chair or at the written request of a number of Directors constituting a majority of the Directors then in office and entitled to vote.

The Independent Chair shall be the presiding officer at all meetings of the Board. If the Chair is not present, the Independent Vice-Chair shall be the presiding officer. If neither the Chair nor the Vice-Chair is present, the Directors present shall elect a presiding officer for the meeting currently being held. The presiding officer shall determine the order of business and shall have the authority to establish rules for the conduct of the meeting, provided such rules are consistent with Robert’s Rules of Order (Newly Revised) and these Bylaws and are otherwise fair to the members of the Board. Minutes of the meetings of the Board shall be taken by the CEO or by his/her designee. Minutes of each meeting shall be distributed to each Director within thirty (30) days of each such meeting. World Rugby and the USOPC may be invited by the Board to attend meetings in a non-voting capacity.

Section 5.10. Quorum. At all meetings of the Board, the presence of a majority of the Directors in office and entitled to vote shall constitute a quorum. In addition to those Directors who are actually present at a meeting, Directors shall be deemed as present at such meeting by way of telephone or similar communication equipment provided that all persons participating in the meeting can hear each other at the same time. The act of a majority of the Directors entitled to vote at a meeting at which a quorum is present shall be the act of the Board. A majority of the Directors present and entitled to vote, whether or not a quorum exists, may adjourn any meeting of the Board to another time and place. Notice of any such adjourned meeting shall be given to the Directors who are not present at the time of adjournment.

Section 5.11. Voting. Each Director entitled to vote shall be entitled to one vote on each matter submitted to a vote of the Board.

Section 5.12. Notices. The CEO shall provide Notice of each meeting of the Board to each Director and to World Rugby. Such Notice shall set forth the date, time, and place of the meeting. In the case of a special meeting, the Notice shall also specify the purpose or purposes for which the meeting is called and a proposed agenda.

Section 5.13. Consents. Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting, if all members of the Board consent thereto in writing

or by electronic transmission, and the writing(s) or electronic transmission(s) are filed with the CEO of the Corporation.

Section 5.14. Confidentiality and Conflicts of Interest. All Directors shall be bound by the Corporation's confidentiality and conflict of interest policies, as such policies shall be adopted and amended from time to time by the Board.

ARTICLE VI **OFFICERS**

Section 6.1. Enumeration. The officers of the Corporation shall consist of a Chair, Vice Chair, Chief Executive Officer, and such other officers and assistant officers as the Board may, from time to time, designate. The Chair and Vice Chair shall be Independent Directors. No person may serve simultaneously as an officer of USA Rugby and as an officer of an organization which (a) is the National Governing Body of another amateur sport in the United States under the Ted Stevens Olympic and Amateur Sports Act, or (b) conducts a national program or national amateur athletic competition on a level of proficiency appropriate for the selection of athletes to represent the United States in international amateur athletic competition in another sport.

Section 6.2. Term of Office. Each of the Chair and Vice Chair shall serve for a term of two (2) years or until the officer's successor is duly elected and takes office or until the officer's earlier death, resignation, or removal.

Section 6.3. Election. The Independent Chair and Vice Chair shall be elected by the Board at its annual meeting or at any meeting called for such purpose.

Section 6.4. Vacancies. Any vacancy in the offices of the Corporation shall be filled by the Board.

Section 6.5. Resignation and Removal of Officers. Any officer may resign at any time by giving written Notice to the Chair or the Board. Such resignation shall take effect at the time specified therein or, if no time is specified, at the time of acceptance of the resignation as determined by the Board. Any officer of the Corporation may be removed from office at any time by a two-thirds (2/3) vote of all of the Directors in office and entitled to vote, with or without assigning any cause, whenever in their judgment the best interests of the Corporation will be served.

Section 6.6. Chair. The Chair shall preside at all meetings of the Board. The Chair shall, unless a regular member, be an ex-officio, non-voting member of all standing and other committees of the Corporation, or may choose the Vice Chair or a designee for any standing or other committee of the Corporation. The Chair must be a Director of the Corporation and must be elected as Chair by a simple majority of the Board of Directors.

Section 6.7. Vice Chair. The Vice Chair shall, in the absence of the Chair, preside at all meetings of the Board and shall perform such other duties as may be assigned to such office

by the Board. The Vice Chair must be a Director of the Corporation and must be elected as Vice Chair by a simple majority of the Board of Directors.

Section 6.8. Chief Executive Officer. The Board shall be authorized to appoint a Chief Executive Officer (also referred to herein as the “CEO”). The CEO shall report to the Board of USA Rugby and shall appoint and oversee the staff and be responsible for the day to day operations of USA Rugby. The CEO shall serve at the discretion of the Board and, subject to any contract rights he or she may have, shall carry out the policies of USA Rugby in accordance with these Bylaws. The CEO shall serve as a non-voting, ex-officio member of the Board. The CEO shall also serve as the secretary of the Corporation. In his/her capacity as secretary, the CEO shall (i) make or cause to be made minutes of all meetings of the Board and Members; (ii) be responsible for the timely mailing or delivery of all Notices of meetings of the Board and Members; and (iii) will perform all duties incident to the office of secretary of a corporation and such other duties as may be required by law, by the Certificate of Incorporation or by these Bylaws, or which may be assigned from time to time by the Board.

Section 6.9. Other Officers. Each other officer shall have such responsibilities and perform such duties as may be prescribed by the Board from time to time. Assistant officers may be appointed by the Board. Each assistant officer shall carry out the responsibilities and duties of the officer which the assistant officer assists in the event such officer is unable to perform such responsibilities or duties, except that no assistant officer shall become a Director solely by virtue of being an assistant officer.

Section 6.10. Compensation. Officers of the Corporation shall serve without compensation except for the CEO, which shall be a full-time paid position. The Corporation may also name a Chief Financial Officer (CFO) which shall also be a full-time paid position. This provision shall not preclude the reimbursement of reasonable expenses incurred in the performance of official duties. Such reimbursement must be approved by the Chair or CEO of the Corporation and shall be reviewed by the Board from time to time.

ARTICLE VII **COMMITTEES**

Section 7.1. USA Rugby Committees. The Corporation shall have the following standing committees: Nominating Committee, Audit & Risk Committee, Diversity & Inclusion Committee, Discipline & Grievance Committee, Referees & Laws Committee, Medical Committee. Notwithstanding the foregoing, all committees that impact the International Athlete community shall have Qualified International Athlete representation, as required by the Ted Stevens Olympic and Amateur Sports Act and USOPC bylaws. Rules governing the appointment and election of committee members and the policies, procedures, and conduct of the committees shall be established by the Board, in consultation with the Councils, with the exception of specific Committees for which rules shall be described in these Bylaws. The Corporation shall be governed by Section 141(c)(2) of the Delaware General Corporation Law (or applicable successor provision) with respect to its committees.

Section 7.2. Nominating Committee. The Nominating Committee shall consist of five (5) voting members, including two Qualified International Athlete members from the Athlete

Council and one member from each of the Community Councils. A non-voting Chair of the Nominating Committee shall be appointed by the Board for a term of two (2) years. If the non-voting chair is an Independent Board Member that person must not be up for reelection. The Council committee members shall be selected by the process defined in their respective Terms of Reference. Paid employees of the Corporation are prohibited from serving on the Nominating Committee. The committee may enlist the help of expert guidance in the process as needed.

The Nominating Committee shall be responsible for the recruitment and nomination of the Independent Directors. Pursuant to its nominating duties as set forth in Section 5.4 of these Bylaws, at least forty-five (45) days after a vacancy is created or forty-five days prior to expiration of the term of an Independent Director, the Nominating Committee shall recruit, review and nominate a candidate(s) for each vacant or expiring Independent Director position. The Nominating Committee shall provide sufficient information about each candidate to enable the Board to make informed decisions.

Section 7.3. Audit & Risk Committee. The Audit & Risk Committee shall consist of five members: one each representing each of the Community Councils and two Qualified International Athletes representing the Athlete Council. The Committee may request and/or the Board may appoint subject matter experts to assist the Committee in its decision making process. A Chair of the Audit & Risk Committee shall be appointed by the Board. The Council committee members shall be selected by the process defined in their respective Terms of Reference. The Audit & Risk Committee shall ensure compliance with Article XIV restrictions of these bylaws, and (a) develop annual budgeting guidelines and procedures; (b) review and make recommendations regarding the annual budget prepared by the CEO prior to it being forwarded to the Board for approval; (c) provide recommendations to the Board regarding appropriate financial reporting systems for the Corporation and its membership; (d) provide recommendations to the Board on the appropriate allocation of resources including member dues levels to meet the Corporation's strategic objectives; and (e) form ad hoc work groups as needed for specific oversights. The Audit & Risk Committee shall receive monthly (or more frequent) reports from the CEO or designee. The Committee shall have access to the financial accounting system in order to oversee the integrity of the Corporation's financial statements and the Corporation's compliance with legal and regulatory requirements and ethical standards. It shall also solicit, oversee, and make recommendations regarding the compensation of the Corporation's auditors.

Section 7.4. Diversity and Inclusion Committee. The Diversity and Inclusion Committee shall consider and make policy recommendations to the Board and CEO on issues of Diversity and Inclusion. These recommendations and reviews may address issues of representation, and under-representation in race, ethnicity, sex, gender, age, disability status, and any other protected class, as well as reviews of existing practices that may be impacting equitable access and participation. The makeup of the committee, as well as its full remit and powers are detailed in the Committee Terms of Reference, which are prepared by the committee and presented by the CEO to the Board for approval.

Section 7.5. Disciplinary and Grievance Committee. The Disciplinary and Grievance Committee shall consider and make policy recommendations to the USA Rugby Board of Directors on Disciplinary issues, undertake a formal annual review and revision of disciplinary regulations and procedures, and advise on specific matters. The committee submits their findings in an annual report to the USA Rugby Board of Directors. The make-up of the committee, as well as its full remit and powers are detailed in the Committee Terms of Reference, which are prepared by the committee and presented by the CEO to the Board for approval.

Section 7.6. Referee and Laws Committee. Referee and Laws Committee shall consider and make the policy recommendations with regard to: The Laws of the Game, rulings on Law, match officials (recruitment and retention, development, training, coaching, and performance review), Recommend and review of budgets associated with match officials, and create high performance pathways. The makeup of the committee, as well as its full remit and powers are detailed in the Committee Terms of Reference, which are prepared by the committee and presented by the CEO to the Board for approval.

Section 7.7. Medical Committee. Medical Committee shall (a) act as a resource to keep the leadership and membership of USA Rugby informed about national and international sports medicine issues, particularly as it they relate to player health and safety in rugby football and other Olympic Sports; (b) work in conjunction with World Rugby to implement health, safety, and player welfare policies; (c) work directly with World Rugby, World Anti-Doping Agency, and US Anti-Doping Agency to be in compliance with Anti-Doping policies; and (d) To review both catastrophic and general injuries to determine best practices and make recommendations for changes related to player safety and welfare. The makeup of the committee, as well as its full remit and powers are detailed in the Committee Terms of Reference, which are prepared by the committee and presented by the CEO to the Board for approval.

Section 7.8. Ad-Hoc Committees. From time to time the Board may deem it advisable in the administration and conduct of the affairs of the Corporation to establish ad-hoc committees. Such committees shall have such composition, power, authority, and duties for a defined period of time as provided for in these Bylaws or in the Board resolution creating such committee, except as such authority is limited by statute, by resolution creating or controlling the committee, or by any limitation imposed by the Board on such authority and power. Notwithstanding the foregoing, any policies created in the subsequent activities of these committees shall not supersede authorities granted to the Councils by Article 4. These committees shall have Qualified Athlete representation, as required by Ted Stevens Olympic and Amateur Sports Act and the USOPC bylaws.

ARTICLE VIII **INDEMNIFICATION**

Section 8.1. Mandatory Indemnification of Directors and Officers. The Corporation shall indemnify, to the fullest extent now or hereafter permitted by law, each director or officer (including each former director or officer), employee, and authorize agent of the

Corporation who was or is made a party to or witness in, or is threatened to be made a party to or a witness in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an authorized representative of the Corporation, against all expenses (including attorneys' fees and disbursements), judgments, fines (including excise taxes and penalties) and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding.

Section 8.2. Indemnification and Insurance of Council Leadership. Elected Leadership of each Council, as identified and defined in each Council's Terms of Reference and/or Community Agreement with the Corporation, shall be indemnified by the Corporation and shall be covered by the Corporation's Comprehensive General Liability insurance while completing in good faith their Leadership duties as outlined in Article IV and in their respective Community Agreements. They shall be entitled to all rights, protections and privileges as provided to Board Directors operating in their role as Directors of the Corporation. Said duty of indemnification by the Corporation and the availability of insurance shall not be deemed to extend to contractual or commercial obligations entered into by sub-agencies, agents, companies or corporations formed by the Councils or as otherwise limited by the Community Rugby Agreement.

Section 8.3. Mandatory Advancement of Expenses to Directors and Officers. The Corporation shall pay expenses (including attorneys' fees and disbursements) incurred by a director, Elected Council Leader, or officers of the Corporation referred to in Section 8.1 and 8.2 hereof in defending or appearing as a witness in any civil or criminal action, suit or proceeding described in Section 8.1 or 8.2 hereof in advance of the final disposition of such action, suit or proceeding. The expenses incurred by such director, Elected Council Leadership, or officer in his capacity as a director, Elected Council Leader, or officer of the Corporation shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding only upon receipt of an undertaking by or on behalf of such director, Elected Council Leader, or officer to repay all amounts in advance if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation because he has not met the standard of conduct set forth in the first sentence of Section 8.6 hereof.

Section 8.4. Permissive Indemnification and Advancement of Expenses. The Corporation may, as determined by the Board from time to time, indemnify to the fullest extent now or hereafter permitted by law, any person who was or is a party to or a witness in, or is threatened to be made a party to or a witness in, or is otherwise involved in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an authorized representative of the Corporation, against all expenses (including attorneys' fees and disbursements), judgments, fines (including excise taxes and penalties), and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding. Subject to Section 8.3 hereof, the Corporation may, as determined by the Board from time to time, pay expenses incurred by any such person by reason of his participation in an action, suit or proceeding referred to in this Section 8.3 in advance of the final disposition of such action, suit or proceeding.

Section 8.5. Basis of Rights; Other Rights. Each director, Elected Council Leader, employee, authorized agent, and officer of the Corporation shall be deemed to act in such capacity in reliance upon such rights of indemnification and advancement of expenses as are provided in this Article. The rights of indemnification and advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which any person seeking indemnification or advancement of expenses may be entitled under any agreement, vote of disinterested directors, statute or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office or position, and shall continue as to a person who has ceased to be an authorized representative of the Corporation and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 8.6. Determination of Indemnification. Any indemnification under this Article shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the authorized representative is proper in the circumstances because such person has acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Such determination shall be made (1) by the Board by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (2) by a quorum of disinterested Directors so directed by outside legal counsel in a written opinion. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

Section 8.7. Insurance. The Corporation shall purchase and maintain insurance on behalf of each director, officer, employee, authorized agent, and Elected Council Leader against any liability asserted against or incurred by such director, officer, employee, authorized agent, or Elected Council Leader arising out of such director's, officer's, employee's, authorized agent's, or Elected Council Leader's status as such, whether or not the Corporation would have the power to indemnify such director, officer, employee, authorized agent, or Elected Council Leader against such liability under the provisions of this Article. The Corporation shall not be required to maintain such insurance if it is not available on terms satisfactory to the Board or if, in the business judgment of the Board, either

- (i) the premium cost for such insurance is substantially disproportionate to the amount of coverage, or
- (ii) the coverage provided by such insurance is so limited by exclusions that there is insufficient benefit from such insurance. The Corporation may purchase and maintain insurance on behalf of any person referred to in Section 8.3 hereof against any liability asserted against or incurred by such person in any capacity, whether or not the Corporation would have the power to indemnify such persons against such liability under the provisions of this Article.

Section 8.8. Powers of the Board. The Board shall have the power to borrow money on behalf of the Corporation, including the power to pledge the assets of the Corporation, from time to time to discharge the Corporation's obligations with respect to indemnification, the

advancement and reimbursement of expenses, and the purchase and maintenance of insurance referred to in this Article VIII.

Section 8.9. Definition of Corporation. For purposes of this Article, references to “the Corporation” shall include, in addition to the resulting corporation, and constituent corporation (including any constituent of a constituent) absorbed in consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its authorized representatives so that any person who is or was an authorized representative of such constituent corporation shall stand in the same position under this Article with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

Section 8.10. Definition of Authorized Representative. For the purposes of this Article, the term “authorized representative” shall mean a director, officer, Elected Council Leader, employee or agent of the Corporation or of any subsidiary of the Corporation, or a trustee, custodian, administrator, committeeman or fiduciary of any employee benefit plan established and maintained by the Corporation or by any subsidiary of the Corporation, or a person serving another corporation, partnership, joint venture, trust or other enterprise in any of the foregoing capacities at the request of the Corporation.

ARTICLE IX
REPRESENTATIVES TO
NATIONAL AND
INTERNATIONAL SPORTS
BODIES

Section 9.1. General. Board shall appoint the Corporation’s representatives and alternates to such national and international sports federations, organizations or committees deemed by the Board and Athlete Council to be in the best interests of USA Rugby. The Board shall request the Nominating Committee to provide names of candidates 45 days before the expiration of the term for the position. Unless otherwise noted by the federation, organization or committee, the term for the Corporation's representative shall be four (4) years with a maximum of two (2) consecutive terms.

Section 9.2. Athletes Advisory Council. The Corporation’s representative and alternative to the Athlete’s Advisory Council of the USOPC shall be elected by the totality of the Corporation’s eligible Qualified Sevens Athletes in a single election, for the term as established by the AAC Members Elections and Voting Policy Section of the AAC Bylaws. The representative and alternative representative must each be Qualified Sevens Athletes at the commencement of the Quadrennium for which they are serving, with the Quadrennium commencing on January 1 of the year following the Summer Olympics and Paralympic Games (as originally scheduled to occur) through December 31 of that Quadrennium. The alternate representative must be a different gender than the representative.

ARTICLE X
ELIGIBILITY AND
DISCIPLINARY
PROCEDURES

Section 10.1. Eligibility and Disciplinary Rules.

(a) General. As the NGB for the sport of rugby, the Corporation and the Councils shall have the exclusive right to establish minimum rules and regulations regarding (i) the eligibility of clubs, players, and officials with respect to participation in all matches leading to national championships in the United States; and (ii) disciplinary matters. Community Councils shall have the right to establish eligibility and disciplinary rules, regulations and procedures for local and regional competitions that meet the minimums established by the Corporation. The Corporation's rules, regulations, and procedures related to eligibility and disciplinary matters shall be consistent with the eligibility and disciplinary rules of World Rugby or its successor, though the Corporation maintains the right to establish additional standards and procedures for determining questions of eligibility and discipline as set forth above in this Section 10.1.

(b) SafeSport – Sexual Abuse or Misconduct. The investigation and adjudication of matters involving allegations or reports of sexual abuse or misconduct, or other violations of USA Rugby's SafeSport Policies that involve prohibited conduct that is reasonably related to and accompanies an alleged violation involving sexualized behavior (*see*, USA Rugby Disciplinary Procedures, Section 11) are subject to the jurisdiction of the US Center for SafeSport in accordance with the requirements of the USOPC and as set forth in the US Center for SafeSport's Bylaws or other US Center for SafeSport governing documents. Rules and procedures to be followed by USA Rugby and its members and member clubs in dealing with allegations or reports of sexual abuse or misconduct, or other violations of USA Rugby's SafeSport Policies that fall within the jurisdiction of the US Center for SafeSport, and the enforcement of discipline or other sanctions issued by the US Center for SafeSport, are set forth in the applicable SafeSport policies and disciplinary procedures of the SAFESPORT CODE FOR THE U.S. OLYMPIC AND PARALYMPIC MOVEMENT and/or other rules of USA Rugby including the development, institution and enforcement of any referrals by SafeSport to USA Rugby.

(c) Adoption and Publication of Rules. Any and all eligibility or disciplinary rules and/or changes thereto shall be established and approved by the Board or the respective Community Council. The rules shall be published annually in a manner that ensures that the current rules and regulations are available to every participant and every Member of USA Rugby.

Section 10.2. Appellate Panel. There shall be established an Appellate Panel consisting of as many members as the Board shall approve from time to time. This Appellate Panel shall be responsible for deciding procedural appeals of decisions of the Board or USA Rugby Committees, as well any other decisions referred to it by the Chair. For any appeal, the CEO or his/her designee shall randomly select three (3) members of the Appellate Panel, who are

free of relevant conflicts, to hear any particular appeal. The appeal shall be conducted in accordance with the applicable rules established by the Board.

Section 10.3. Fees. The rules, regulations, and procedures of the Corporation regarding eligibility and disciplinary matters may provide that a party appealing a final decision made under such rules, regulations, and procedures shall be required to pay a fee in connection with such appeal. Any such fee must be established and approved by the Board, unless waived by the same.

ARTICLE XI OPPORTUNITY TO PARTICIPATE IN PROTECTED COMPETITIONS

Section 11.1. Right to Participate in Competitions. Neither USA Rugby, nor any Member of USA Rugby, may deny or threaten to deny an athlete the opportunity to compete in the Olympic or Pan American Games, a Rugby World Cup or other protected amateur competitions as defined in the USOPC Bylaws from time to time, nor may USA Rugby or any Member of USA Rugby subsequent to such competitions censure or otherwise penalize any such athlete who participates in such competitions, without fair Notice and an opportunity for a hearing.

Section 11.2. Allegations of Violations. Any athlete who alleges that he or she has been denied by USA Rugby or a Member of USA Rugby a right established under Section 11.1 hereof shall immediately inform the Chair of USA Rugby of such denial. The Chair shall cause an investigation to be made and steps to be taken to settle the controversy without delay. Notwithstanding any efforts by the Chair to settle the controversy, the athlete may refer the matter promptly to the Chief Executive Officer of the USOPC for action under Article 9 of the USOPC Bylaws. Any individual alleging a violation of Section 11.1 hereof may file a grievance with the Chair of USA Rugby pursuant to the provisions of Article XII of these Bylaws.

Section 11.3. Hearing and Arbitration. Any hearing conducted pursuant to this Section must be conducted on a timely basis and in accordance with the procedures set forth in Article XII of these Bylaws. If the controversy is not settled, the Corporation and the athlete shall submit to final and binding arbitration conducted under the auspices of the American Arbitration Association as set forth in Article XIII.

Section 11.4. Equal Application of Rights. The rights granted to athletes under this Article XI shall apply equally to any coach, trainer, manager, administrator, or other official seeking to participate in the conduct of any amateur competition designated or referred to in Section 11.1.

ARTICLE XII RIGHTS OF GRIEVANCE

Section 12.1. Rights to File Grievance. Except as limited herein, any Member of USA Rugby may file a written or electronic grievance with the Chair or CEO of the Corporation pertaining to any matter within the cognizance of USA Rugby and alleging a procedural violation of any provision of these Bylaws, the Ted Stevens Olympic and Amateur Sports Act or the USOPC Bylaws. Any grievance specifically naming the Chair or CEO of the Corporation should additionally be filed with the Board of Directors.

Section 12.2. Limitations to Grievance Rights. The rights to file a grievance is limited to procedural matters. The substantive and final decisions of Councils, local, regional, or National bodies are final and binding.

Section 12.3. Exhaustion of Remedies. The complaining Member shall first exhaust all Council, local, regional, or national procedures made available to him, her, or it.

Section 12.4. Contents of Grievance. Any grievance shall be signed under oath and shall allege with particularity the nature of the grievance and each element of these Bylaws, the Ted Stevens Olympic and Amateur Sports Act, or the USOPC Bylaws of which a procedural violation is claimed by referencing a specific section thereof and stating in concise language how, when and where the alleged procedural violation occurred. The factual allegations should be set forth in numbered paragraphs, each paragraph containing a single factual allegation. The Board may establish a reasonable fee which must be paid by a Member filing a grievance.

Section 12.5. Informal Resolution. Upon receipt of a grievance, the Chair or CEO shall refer it to the Disciplinary & Grievance committee for resolution, ensuring that committee is compliant with Qualified International Athlete representation requirements. Every effort will be made to resolve the grievance or complaint through informal means and on a timely basis. In the event the grievance specifically names the Chair or CEO of the Corporation, the Board of Directors shall designate the appropriate committee for informal resolution.

Section 12.6. Formal Hearing. In the event the Member filing the grievance is not satisfied with the proposed resolution of the matter by informal means, or by the appropriate committee, the Member may request a hearing before a three member Appellate Panel to hear evidence, make findings of fact, and adjudicate the issues raised. Such a hearing shall be convened as expeditiously as possible at a time and place to be determined by the Chair or CEO. No member of the three- member Appellate Panel shall have an interest in the subject matter, grievance, or complaint. At least one member of the three-member Appellate Panel must be a qualified International Athlete.

At any hearing conducted pursuant to this Section 12.6, all interested parties shall have the right to counsel, to present evidence in support or in opposition to the grievance, to examine and cross-examine witnesses, and to present such factual or legal claims as will support their positions. A summarized record of the proceedings shall be made by the hearing panel. The rules of evidence shall not be strictly enforced. The hearing may be conducted by telephone if all parties agree thereto. The Appellate Panel shall expeditiously conduct the hearing and report its findings of fact and recommendations to the Board and all interested parties. The burdens of proof and of going forward shall be on the complainant. The decisions of the Appellate Panel are binding and final.

Section 12.7. Expediting of Procedures. The Chair or CEO may, in his/her sole discretion, expedite the time frame of the grievance procedures set forth herein. The Chair or CEO shall at all times seek to accomplish a timely resolution of the grievance.

Section 12.7. Submission to Arbitration. If a complaining Member is dissatisfied with a decision, the complainant's sole remedy is a demand for arbitration to the American Arbitration Association pursuant to the commercial rules of the American Arbitration Association then in effect. Such a demand for arbitration shall be submitted in writing within thirty (30) days of the Member's receipt of the decision described in Section 12.5 above. The arbitration shall be final and binding and shall be conducted on a timely basis and as set forth in Article XIII of these Bylaws.

ARTICLE XIII **ARBITRATION**

If a matter is submitted to arbitration pursuant to Article II Section 2.4, Article XI or Article XII of these Bylaws, the American Arbitration Association, upon receipt of the demand for arbitration, shall serve Notice on the parties to the arbitration and on USA Rugby, and shall immediately proceed with final and binding arbitration according to the Commercial Rules of the American Arbitration Association in effect at the time of the filing of the demand. The arbitration shall be held in Denver Colorado and shall be governed by Colorado law.

Any party may be represented by counsel or by any other duly authorized representative at the arbitration proceeding. The arbitration proceeding shall be conducted on a timely basis in accordance with the rules and regulations of the American Arbitration Association; provided, however, the arbitrator may in his/her sole discretion assess the losing party and award to the prevailing party an amount equal to the prevailing party's costs associated with the arbitration, including reasonable attorneys' fees, if the arbitrator shall determine the position or arguments of the losing party is frivolous or without merit.

Except as to the enforcement of any arbitration award, the arbitration shall be final and binding with no right to further appeal and/or claim in any court.

ARTICLE XIV **RESTRICTIONS** **REGARDING THE OPERATIONS OF THE** **CORPORATION; ADMINISTRATION OF** **FUNDS**

Section 14.1. No Violation of Purposes. In no event and under no circumstances shall the Board make any distribution or expenditure, engage in any activity, hold any assets, or enter into any transaction whatsoever the effect of which under applicable federal laws then in force will cause the Corporation to lose its status as an Corporation to which contributions are deductible in computing the net income of the contributor for purposes of federal income taxation.

Section 14.2. Depositories. The Board shall, from time to time, designate depositories for funds, property, and assets belonging to or under the control of the Corporation.

Section 14.3. Bonding. The Board shall in its sole discretion, determine whether corporate fidelity bonds or appropriate insurance shall be obtained at the expense of the organization in a form and amount approved by the Board in order to indemnify the Corporation against losses resulting from infidelity, defalcation, or misappropriation by officers, employees, or agents of funds, property, or assets owned by or under the control of USA Rugby.

Section 14.4. Liability Insurance. The Corporation shall secure comprehensive liability insurance coverage in such amounts as shall be deemed advisable by the Board.

Section 14.5. Tax Records. The Corporation shall maintain at its principal office a copy of its application for exemption and all tax returns filed with the Internal Revenue Service. To the extent required by law, such documents shall be made available during regular business hours for inspection by any person requesting to see them and such documents shall be available on the Corporation's website.

Section 14.6. Authorization. All contracts, checks, notes, vouchers, warrants, drafts, acceptances, and other orders for the payment of moneys of the Corporation shall be signed by such officer or officers or such other person or persons as the Board may from time to time designate.

Section 14.7. Non-Discrimination. There shall be no discrimination on the basis of race, color, religion, age, gender, sexual orientation, national origin, or physical handicap in decisions concerning the eligibility for membership, committee assignments, Director or officer positions, or concerning any other business or activity of the Corporation.

Section 14.8. Financial Safeguards of the Corporation. The Corporation shall act in a fiscally responsible and financially appropriate manner exercising good judgement, and complying with the foregoing financial safeguards as adopted by reference in Attachment A – Terms of Reference, Standing Committee on Audit and Risk and as outlined herein:

a. The standing Audit and Risk Committee shall file a State of the Union report annually with the Board of Directors and the Councils. Said report shall include in addition to the financial health of the Corporation, any current or outstanding legal actions, claims or suits, and shall note the progress and standing of said actions, audits or claims and their known related costs. In addition, the Committee shall provide regular updates to the Board as directed upon the occasion of active financial audits or concerns, or during active litigation.

b. The Corporation shall take reasonable measures to ensure the appropriate segregation of accounts to prevent comingling of earmarked or otherwise designated funds, specifically to include the segregation of all High-Performance revenue in separate bank accounts obtained through USOPC grants, World Rugby earmarked grants for the Men's and Women's 7s or 15s National Teams, and earmarked philanthropy. These accounts shall remain under the direction and control of USA Rugby but shall be maintained to ensure fidelity to purpose.

c. All budgets for the Corporation shall be submitted by September 1st to the Audit and Risk Committee for the upcoming fiscal year for its review and comment.

d. The National Office's annual expenditures shall not exceed its revenue in any given fiscal year. The National Office shall maintain a contingency fund to insure against unforeseen and unbudgeted expenses.

e. National Teams shall only be allowed to compete in competitions upon a review, approval and funding of budgets adequate to allow said competition expenses to be met. Existing funding available may be supplemented by philanthropy, self-pay or other non-restricted use of income as approved by the Board of Directors. If funding is not adequate to meet the financial obligations associated with the competition or event in question, teams shall not compete.

ARTICLE XV **AMENDMENTS**

Section 15.1. Authority. Any alteration, amendment, and/or repeal of these Bylaws shall be proposed by the Board and shall require the affirmative vote of at least a 75% supermajority of the Directors in office and entitled to vote. Except for amendments proposed by the Board, no other amendment shall be considered by the Board, nor shall any change to a proposed amendment be considered by the Board unless the change merely goes to minor revisions of syntax, grammar, or spelling and not to substance.

Section 15.2. Notice. Notice of any meeting at which an amendment will be considered shall be given to the Directors, at least forty-five (45) days in advance of such meeting. Such Notice shall include a copy of the proposed amendment and a summary of the changes to be affected thereby.

Section 15.3. Effective Date of Amendments. Amendments approved by the Board shall be effective as of the date of approval by the Board.

ARTICLE XVI **SAVING CLAUSE**

Section 16.1. Failure of literal or complete compliance with provisions of these Bylaws with respect to dates and times of Notice, or the sending or receipt of the same, or errors in phraseology of Notice of proposals, which in the judgment of the Members at meetings held do not cause substantial harm to the rights of Members, shall not invalidate the actions or proceedings of the Members at any meeting.

Section 16.2. All provisions of these Bylaws shall be construed to conform and comply with all applicable state and federal laws and regulations.