

RECOGNITION PROTOCOL

Between:

GAELIC ATHLETIC ASSOCIATION

And

GAELIC PLAYERS' ASSOCIATION

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1.0. INTRODUCTION

The GAA and GPA realise that they are part of one great organisation which has made a tremendous contribution to Irish life and culture in its history. In addressing the consequences of commercial activity in their sport, they faced the challenge of remaining faithful to the fundamental values and ethos of the GAA while at the same time recognising the role of inter county players as core contributors to the commercial success of the Association in the modern era.

- 1.1. At Annual Congress in April 2010, the Gaelic Athletic Association (GAA) recognised the Gaelic Players Association (“the GPA”) as the official representative body for its inter-county players. Rule 3.59 of the Treoir Oifigiúil 2010 reads as follows:

“The Gaelic Players Association is recognised as the official representative body for senior inter-county players.”

- 1.2. The parties have agreed a protocol that shall govern the manner in which the GPA’s representative role will be carried out and recognised.

- 1.3. The agreement between the parties is based on 7 key principles:

1.3.1. That the GPA is an independent body fully committed to the promotion of gaelic games and to the values of the Gaelic Athletic Association. In particular, in this regard, the GPA is committed to securing and protecting the amateur status/voluntary ethos of the GAA and has enshrined this commitment by making the following amendment to its own constitution:

“The GPA is committed to the maintenance and protection of the amateur status of the Gaelic Athletic Association and the pursuit by the GPA of its objectives shall at all times be subject to that commitment”

1.3.2. That in recognition of the huge commitment given by and expected of inter county players and their contribution to the commercial success of the GAA annual funding shall be provided by the GAA to the GPA;

1.3.3. That the function and objective of the GPA will be to represent the views of senior inter county players and to deliver to them the most comprehensive player welfare programme possible.

1.3.4. That the GPA is committed to best practice in relation to the governance of the Gaelic Players Association and in relation to the operation of its

financial processes and systems as detailed in the Financial Control Manual;

- 1.3.5. That the GPA as well as all units of the GAA shall encourage and be committed to the resolution of disputes.
- 1.3.6. That this agreement is subject to ongoing monitoring and review; (see clause 5)
- 1.3.7. That it is the aspiration of the parties that, ultimately, the GPA will be fully funded from central GAA funds

2.0. FUNDING

- 2.1. Certain key principles and assumptions underpin the provision of funding to the GPA by the GAA:
 - 2.1.1. That the funding shall be used for the development, management and delivery of player welfare programmes and general support activities
 - 2.1.2. That, for the time being at least, it is desirable that the GPA shall in large part be funded by monies provided directly from GAA central funds and in part through income derived from agreed commercial activity;
 - 2.1.3. That the level of Funding payable to the GPA by the GAA will complement the existing GAA spend on player welfare initiatives and programmes;
 - 2.1.4. There is a recognition that the funding model agreed should provide for predictable levels of funding whilst also allowing for further development of player welfare programs;
 - 2.1.5. There is a requirement that the use and draw down by the GPA of the funds that it receives from the GAA should be subject to review and oversight in accordance with the Financial Control Manual
 - 2.1.6. That the parties recognise that a changing financial environment may require renegotiation of the funding element of the agreement prior to the end of its term;
 - 2.1.7. Should the new commercial initiative not identify or yield the required level of supplementary funding, the base funding agreed will remain in place for the remaining years of the agreed term while alternative funding models are developed/secured by both parties

2.2. Funding Structure

Funding will consist of three elements:

- 2.2.1 Base Funding: There is an agreed base level of annual funding which increments year-on-year for the years 2011 to 2015
- 2.2.2 Commercial Funding: Shall consist of agreed GPA commercial revenues and the proceeds from a new joint GAA/GPA commercial initiative. This initiative will be part of the strategic review during year 3 of the agreement.
- 2.2.3 Additional Funding: There is a recognition that there is a lead time associated with securing new commercial revenues while existing commercial agreements with the GPA expire. The quarterly review process will examine the year to date income and expenditure and endeavour to ensure that funding is available through the remaining quarterly payment schedule for the balance of the activities.

2.3 Base Funding

The GAA guarantees to the GPA (subject to the provisions of clause 2.3.2. below) a minimum level of funding (“the base”) each year for the term of the agreement. The base shall be incrementally increased in each year for the term of the agreement. The agreed base and increments are set out in the table below:

2011	€1.500m
2012	€1.625m
2013	€1.750m
2014	€1.875m
2015	€2.000m

- 2.3.1 In the event of an appreciable increase or decrease in the GAA’s year on year annual income, there may be a requirement to either increase or decrease the level of the base. What constitutes an appreciable increase or decrease in the GAA’s annual income and what consequential percentage increase or decrease in the base is applicable, shall be a matter to be determined annually by the JRC.
- 2.3.2 The GAA’s annual income for the purpose of clause 2.3.1 shall be the commercial income generated centrally by the GAA from inter-county games and

competitions and includes, inter alia, sponsorship, gate receipts and media revenue.

2.4 Commercial Funding

The base funding shall be supplemented and augmented by income generated via commercial activity. The additional commercial revenue may be generated in one of two ways (2.4.1 and 2.4.2)

2.4.1 New Commercial Funding

There shall be a new joint commercial initiative between the GPA and the GAA the aim of which is to identify and develop new commercial activities and ventures specifically for the purposes player welfare programmes. This initiative will be driven by the President of the GAA to ensure success in the early phases and will be launched at a joint GAA/GPA meeting chaired by him. A joint GAA/GPA committee will oversee this new commercial initiative.

2.4.1.i It is agreed that any new commercial activities or ventures shall not compete with, or impact negatively upon existing GAA sponsorship or commercial revenue streams.

2.4.1.ii. A third party resource shall be engaged to help identify, propose, negotiate and manage new commercial opportunities. The work of the third party resource shall be overseen by the joint GAA/GPA committee which shall also set and agree the terms of the third party's engagement.

2.4.1.iii. Revenue generated by the new joint commercial initiative shall be divided between the GAA and the GPA on a 50:50 basis. It is proposed that the GAA shall assign its share of any revenue to the Player Injury Scheme.

2.4.2 GPA Sourced Commercial Funding

The GPA has a number of existing commercial agreements. The GAA recognises that, pursuant to the requirements of this agreement, those existing GPA commercial agreements will need to be wound down or phased out. As a consequence, there shall be a reduction in GPA income. It is accepted that the GPA shall also generate certain defined income through its own independent commercial activity, subject to the requirements that it is approved in advance by the JRC

2.4.3 Additional Funding

The funding model recognises that there is a lead time associated with securing new joint commercial revenues and that existing commercial agreements with the GPA are expiring. Funding will be made available for the full implementation of the GPA 2010 budget, for the duration of this agreement, subject to the strategic review in year 3. The quarterly review process will examine the year to date income and expenditure and the GAA will endeavour to ensure that funding is available through the remaining quarterly payment schedule for the balance of the activities.

3.0 OPERATIONS

- 3.1 The CEO of the GPA and the GAA's Head of Games Administration and Player Welfare shall meet in January of each year (together with such other persons as may be appropriate) to discuss Media Event Planning Schedules for the forthcoming year. They shall ensure that meetings take place as required between relevant personnel to discuss communication and operational issues.
- 3.2 The GPA shall ensure that senior inter-county players attend where possible for promotional activities relating to GAA events, competitions etc.
- 3.3 In accordance with the provisions of official guide the GPA are entitled to appoint a representative to Central Council
- 3.4 The incoming President, on behalf of the GAA's Management Committee, shall agree with the GPA, representation to such sub- committees, Work Groups and Task Forces as may be appropriate. These should include the Central Council, Medical Scientific and Welfare Committee, the Research Committee, the National Insurance Work Group and the Coaching and Games Development Committee
- 3.5 Where so requested, the GPA shall fully facilitate and support the development and delivery of GAA welfare initiatives and communications.
- 3.6 The Head of Games Administration and Player Welfare and the CEO of the GPA will ensure that there is full liaison and co-operation in relation to all public statements on matters affecting senior inter-county players.
- 3.7 Nothing in this Agreement shall interfere with the right of any unit of the GAA to communicate directly with its players;
- 3.8 Where requested, the GPA shall fully support applications for funding made by or on behalf of any unit at the GAA to Government Agencies, Local Authorities, Statutory

Bodies or any other organisation. The GAA shall likewise and, as appropriate, assist and support the GPA in applications for funding for and on behalf of senior inter-county players to similar bodies.

3.9 At the commencement of each inter-county season each inter-county squad shall elect two GPA Player Representatives. It is agreed that the function of the GPA Player Representatives shall be to act as point of contact and as a conduit for all player-related issues. At least one of the GPA Player Representatives shall also be a member of the relevant County Panel Sub Committee.

3.10 In 2002, Central Council approved a Player Entitlements document. This document shall be reviewed prior to 1st April 2011 and every three years thereafter. The review of the Player Entitlements document shall be carried out by the JRC and after consultation with the appropriate units of the GAA, its final recommendations shall be presented to Central Council for ratification.

3.11 The GPA shall be entitled to purchase an agreed allocation of tickets for each All-Ireland Final.

4.0 DISPUTE RESOLUTION

One of the primary purposes of the within Protocol is to put in place processes and procedures aimed at minimising the detrimental effect of disputes and to strive to eradicate them entirely.

4.1 Disputes in relation to the working of this protocol

In the event of there being any dispute in relation to the operation or terms of this agreement it shall be resolved in the following manner:

4.1.1 By discussion between the Chief Executive of the GPA and the GAA's Head of Games Administration and Player Welfare;

4.1.2 If discussion between the Chief Executive of the GPA and the GAA's Head of Games Administration and Player Welfare does not resolve matters, by discussion at the JRC;

4.1.3 If discussion at the JRC does not resolve matters, the JRC may engage the services of an independent facilitator to assist in finding an agreed solution.

4.2 Disputes arising between a player or players and a county committee

Where disputes arise they should be dealt with in the following way:

- 4.2.1 Internally within the squad/team management
- 4.2.2 If not resolved, at the County Teams Management and Panels sub-committee
- 4.2.3 If still unresolved, and if so requested by the County Committee and the relevant panel/player, by discussion between the GAA's Head of Games Administration and Player Welfare and the CEO of the GPA or of persons nominated by them. In exceptional cases, the Head of Games Administration and Player Welfare and the CEO of the GPA with the agreement of the County Committee and the relevant panel/player, may refer a dispute to mediation or arbitration

5.0 OVERSIGHT AND REVIEW

5.1 Joint Review Committee

- 5.1.1. Pursuant to this agreement a Joint Review Committee ("the JRC") shall be established. The remit of the JRC shall in overall terms be to review the provisions of this Protocol as well as its operation and effectiveness.
- 5.1.2. The (JRC) shall comprise of the following personnel: GAA President, GAA Director General, GAA Head of Games Administration and Player Welfare, one nominee of the GAA President, GPA Chairman, GPA Chief Executive, two nominees of the GPA Chairman.
- 5.1.3. The specific remit of the JRC shall be:
 - 5.1.3.i. Review of existing GPA Player Development Programmes. Such review shall take place at least annually and prior to the 30th November.
 - 5.1.3.ii. The design and introduction of future GPA Development Programmes;
 - 5.1.3.iii. Pursuant to Clause 2.3.2 to agree whether any increase or reduction in funding is required and, if so, the level of such increase or reduction;
 - 5.1.3.iv. Review and approve independent GPA commercial initiatives;
 - 5.1.3.v. Review and approve Joint GPA and GAA commercial initiatives;

- 5.1.3.vi. Resolve disputes pertaining to the operation of this agreement;
- 5.1.3.vii Conduct a formal review of the agreement during year 5 of the agreement.

5.2 Independent Funding Review

5.2.1 The parties agree that an independent review of the funding portion of the overall Recognition Protocol shall take place after 2.5 years. The independent review shall be conducted by a person whose appointment shall be agreed by the JRC. The review shall examine the scale and success of the player welfare programs in the first two years of the agreement. The Independent Review shall, inter alia, consider the following matters:

- The rate of spending versus budget for years 1 & 2;
- The level of joint commercial funding secured and projected revenues for the balance of the agreement;
- The level of GPA sourced commercial revenues;
- The projected funding requirements for the remaining 3 years of the agreement;
- The growth and/or decline in GAA revenues and projected outlook for years 3-5;
- Any other related matter;

Appendix 'A'

2010 Player Development Programme List

Education

Educational Advice
3rd Level Scholarships
Education Support

Career

Career Service
Jobs Action Programme
Business Mentor
Business Start Up Scheme
Business Development Scheme
Interview Skills
Media Skills
Career Skills Training/Courses
Sports Courses
Presentation Skills

Health & Well Being

Personal Counselling
Referee Defibrillator
Cardiac Screening
Insurance
Gum Shield Provision

General

Benevolent Fund
Managing Finances
Managing Tax
Life Coaching

Appendix 'B'

GPA Financial Policy and Governance Manual
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