



## BOAT RACES - JOINT AGREEMENT

### Preamble – The Spirit of the Boat Race

Each Boat Race is an historic, national institution – an event of extreme endurance and a test of watermanship. The Race owes much of its unique appeal to:

1. being a contest between students of Britain’s two premier universities, training to the highest standards around their academic priorities for no reward other than the opportunity to compete and the honour of winning, and
2. the inter-generational commitment always to apply in every Boat Race the values of the first Boat Races, such as the highest standards of amateur sportsmanship, fair play and respect for opponents and officials.

The expression of these values can change over time, hence the use of the term “Spirit of the Race”. Any action which is seen to abuse this spirit causes injury to the Boat Race itself.

The primary responsibility for ensuring this spirit prevails at all times rests with the President of each Club; all students and Club officials and employees are expected to make their contributions. The Chairs, Senior Members and Presidents of the Clubs shall have a particular responsibility to strive for transparency and mutual trust at all times.

### Provisions

1. All participants must gain admission to the Universities on academic merit and strictly in accordance with stipulated University admissions procedures. Each Club undertakes not to encourage any candidate who has already accepted a place at the other University to make a late change to accept a place at its University.
2. All participants must be full-time students (in residence for the whole academic year) studying on a course which requires compulsory matriculation and leads to an Oxford or Cambridge degree-level qualification.
3. No participant may row in more than 4 Boat Races (including Isis-Goldie & Osiris-Blondie Races) as an undergraduate and 4 Boat Races as a postgraduate, a maximum of 8 Boat Races in total. No participant may row in a Boat Race if the day of that race is more than twelve years after that participant’s first matriculation for a degree level qualification.
4. All participants must fully and fairly complete a Primary Declaration (the current form is in Schedule 1) and any Supplementary Declaration. **The primary purpose of the form is to enable each participant to demonstrate that (a) their admission to the University, and (b) their personal financial support for selection for, or for rowing in, the Boat Race are not inconsistent with the Spirit of the Race.** A secondary purpose is to provide a convenient record of participant undertakings.

5. Each Club agrees to the establishment of an Interpretation Panel as per Schedule 2 and accepts its jurisdiction to give a decision on any issue arising out of this Agreement which decision will be accepted by that Club as being final, binding and unappealable.

**Signed for and on behalf of the Oxford University Boat Club by its Senior Member**

**Name** *[please print]:*

**Signed:**

**Date:**

**Signed for and on behalf of the Oxford University Women's Boat Club by its Senior Member**

**Name** *[please print]:*

**Signed:**

**Date:**

**Signed for and on behalf of the Cambridge University Boat Club by its Club Chair**

**Name** *[please print]:*

**Signed:**

**Date:**

## Schedule 1

### Primary Declaration

#### A. Interpretation Panel – Guidance as at June 2021

##### Primary Declarations

**The JA requires individual participants to assume substantive personal responsibility; a wrongly completed Declaration could result in Race forfeiture. Participants should discuss uncertainties with their Club, which may choose to consult with the Panel.**

1. The Panel's approach to participant funding is not to seek to itemise every possibility. However, participants must be able to evidence amounts received or receivable under 2(iii).
2. Every participant should be able to recover personal costs incurred by reason of varsity rowing, usually not exceeding an amount equal the aggregate of:
  - (i) any club subscription which applies to participants from that Club generally,
  - (ii) any expenses of training camps and
  - (iii) £1,000.
3. Awards unrelated to rowing, e.g. Rhodes Scholarships, Gates, shall be excluded from the calculation described in 2.
4. A participant suffering demonstrable financial hardship to the satisfaction of the Panel may receive support additional to that described in 2.
5. All calculations shall be made in respect of successive periods 1 October – 30 September and a participant may carry forward to a subsequent year any unused portion of the amount calculated as described in 2.
6. When Primary Declarations are submitted, each Club will send to the Panel the per participant amount of 2(i) and 2(ii) for that Boat Race campaign.
7. Clubs must not pay, nor permit alumni or others to pay, money or money's worth to participants as individuals, except with the approval of the Panel which may be assumed in the case of payments by family members.
8. The Panel notes in relation to 2(iii) that
  - (i) All UK, EU and overseas students have full access to student lending and University wide bursary schemes, as appropriate; all overseas undergraduate students and all postgraduate students sign a financial guarantee to confirm that they have full means before being granted admission. Thus, any financial gaps that open because of varsity rowing could be met from ordinary College funds open to any student in every College, i.e. travel grants, hardship grants.

(ii) Varsity rowing related travel of any sort, and subsistence (a training camp, for example) might be covered by a fully itemized application for travel funding which all students in any college may apply for; extra calorific intake might be itemized in an application for a general grant (this would cover students with eating disorders, or special dietary requirements), and any expenditure (however modest) that might compromise (to the smallest degree, and in any way) their ability to study effectively or which would degrade their ability to enjoy a full student experience would be covered through hardship funding.

### **Sanction for Breach of a Declaration**

A sufficiently material misstatement identified before the Race will lead to the participant's removal from the crew; such a misstatement identified after the Race will cause the Race to be forfeit. If the malefactor is in the winning crew, that crew loses and the Club is fined £10,000; if the malefactor is in the losing crew, the Club is fined £10,000.

### **Number of Races**

The Joint Agreement provides for no more than 4 races as an undergraduate and 4 races as a post-graduate. The period as an undergraduate in this context is to be reckoned from first matriculation for a degree level qualification at any higher education institution; for example, an individual who attends and graduates from an American university and then becomes a participant will not be able to treat any race as one of their 4 races as an undergraduate.

## B. The Form for Completion

<b>Full name</b> <i>[please print]</i>	<b>College</b>
<b>Course</b> <i>[Subject and award, e.g. BSc, MSc, DPhil]</i>	<b>Undergraduate or Graduate</b>
<b>Date course commenced</b> <i>[month / year]</i>	<b>Expected date course ends</b> <i>[month / year]</i>

### Previous Boat Race/Isis-Goldie/Osiris-Blondie experience

<i>Undergraduate</i>		
	Race	Year
1		
2		
3		
4		

<i>Graduate</i>		
	Race	Year
1		
2		
3		
4		

## Sources of finance

Please provide information on how you are funding your course and your living expenses. Insert **X** against relevant sources and add details. Athletes are reminded that clubs must not pay, nor permit alumni or others to pay money or money's worth to participants as individuals, except with the approval of the Interpretation Panel which may be assumed in the case of payments by family members. Any financial arrangements which involve support in cash or kind from someone associated with OUBC, OUWBC or CUBC, or from OUBC, OUWBC or CUBC, must be fully disclosed on this form.

Source of finance	Amount (£)	Source Name(s) (e.g. funding body, college, employer, name of family member) Declare association with OUBC/OUWBC/CUBC should one exist (eg life member)
Parents/family	<input type="checkbox"/>	
UK student loan	<input type="checkbox"/>	
Academic or any other scholarship / bursary / award	<input type="checkbox"/>	
LEA or research grant	<input type="checkbox"/>	
National Sports Federation	<input type="checkbox"/>	
College or any other bursary / award	<input type="checkbox"/>	
Savings	<input type="checkbox"/>	
Bank or other borrowings*	<input type="checkbox"/>	
In kind support* (e.g. funded accommodation)	<input type="checkbox"/>	
Salary	<input type="checkbox"/>	
Job signing bonus†	<input type="checkbox"/>	
Other	<input type="checkbox"/>	

\*including agreed deferral of College bills

†Give name of employer and if you are aware of life members of OUBC, OUWBC or CUBC being involved in the hiring decision, please give name(s)

**Space for funding explanatory comments.**

**Academic Applications.** If an application or applications for admission to the opposing University was made at any point in the past, please provide full details below – including date(s) of application, full course details and outcome of application in the space below.

I confirm that:

- I will behave and compete in a manner that is consistent with the Spirit of the Race:
- I am personally responsible for the full and accurate completion of this Primary Declaration and any Supplementary Declaration;
- I have read the Joint Agreement and related Guidance and fully understand that material misstatement on my part could result in sanction on my Club up to and including Race forfeiture;
- My disclosure obligations continue until the 30<sup>th</sup> September immediately after the Race to which they relate, so that I will advise the Chair of my Club (in writing or by email) of anything before that date which, had I been aware of it now, I would have declared in this form;
- I am a full time student of Oxford/Cambridge University [*delete as appropriate*] studying on a course which requires compulsory matriculation and leads to an Oxford/Cambridge [*delete as appropriate*] degree-level qualification;
- I will remain a full time student, in residence, of Oxford/Cambridge University (*delete as appropriate*) for the whole of this academic year and will advise the Chair of my Club of any significant changes in that status;
- I believe that the details which I have set out in this form are true and complete and that I will confirm their continuing accuracy (or any material change) in a Supplementary Declaration at the end of February.

I undertake to:

- comply with the UK Anti-Doping Rules;
- promote only the Boat Race partners granted affiliation rights from now until the completion of the next Boat Race;
- subject to reasonable notice and University residence requirements and/or academic requirements:
  - make myself available for interviews and press conferences in the lead up to the Race;
  - participate in reasonable promotional activities for sponsors;
- attend other events designed to promote The Boat Race, for example a Gala Dinner, one-off TV programmes;
- during any promotional activities, engagements and races, wear clothing or other apparel supplied or required by Boat Race partners (provided this has previously been approved by the Clubs for image and practical suitability);
- waive any “image rights” or “personality rights” I might have under the law of any jurisdiction with respect to my participation in the Boat Races or the Isis-Goldie or Osiris-Blondie races.

**Name** *[please print]:*

**Signed:**

**Date:**

**C. Declaration by Senior Member / Chairman** [To be a cover sheet to each Club's Primary Declarations]

Having made appropriate enquiries, to the best of my knowledge the attached information disclosed by the students of Oxford/Cambridge [delete as appropriate] is complete, accurate and consistent with the Spirit of the Race.

**Name** *[please print]:*

**Signed:**

**Date:**

**Position: Senior Member / Chairman** *[delete as appropriate]*

## Schedule 2

### **Interpretation Panel - Terms of Reference**

The Interpretation Panel is established as a non-partisan forum with the over-riding duty to safeguard the “Spirit of the Race” for the benefit of current and future generations of students. In the discharge of that duty the Panel:

1. will encourage the Clubs fully to reflect the changeless values of The Boat Race within the Clubs’ necessarily changeable practices, and
2. will adjudicate upon, and will make determinations (up to and including Race forfeiture) binding upon the Clubs in respect of any issue arising out of the Joint Agreement either referred to the Panel or determined by the Panel to require adjudication.

**As to 1**, the Panel shall publish guidance on its interpretation of the Joint Agreement as in force from time to time, which guidance shall be (a) binding upon the Clubs, (b) reviewed not less than annually and (c) incorporated into the Primary Declaration as per Schedule 1.

The Panel shall have particular regard to:

- (a) the importance of The Boat Race remaining a world class amateur event contested between student athletes required to train and to progress academically,
- (b) identifying trends, for example in relation to the identification and recruitment of student athletes which, over time, could become inconsistent with the Spirit of the Race,
- (c) the desirability of accommodating so far as practical the organisational and cultural differences between the two Universities, and
- (d) the tension between respecting the Spirit of the Race and the aggregate cost of (i) studying at Oxbridge and (ii) participating in varsity rowing.

**As to 2**, the Panel shall decide its own procedure save that:

1. the quorum for its meetings shall be three;
2. it shall meet not less than three times in each calendar year, typically October, March and July;
3. its members shall be available for informal consultation as reasonably required;
4. it shall circulate to the Clubs a list of those whom it consults on any issue;
5. it shall organise itself to permit the Clubs to adhere to the following time-table in relation to the eligibility of participants for each Boat Race: Clubs to exchange Primary Declarations no later than the fourth Sunday in September, Clubs to have agreed those declarations no later than the third Sunday in October, Panel to have determined any disputed declarations by the third Sunday in November.

Further as to 2,

1. the Panel will take as a starting point for money penalties the rate of £1,000 per day for any Club in breach of a timing obligation;
2. any issue must be raised at the earliest reasonable opportunity and in any event no later than 30 September in the year of the relevant Boat Race.

The Panel shall comprise a Chair and four other members all of whom shall be appointed by Oxford and Cambridge acting jointly. Panel members shall acknowledge in writing their over-riding duty to safeguard the Spirit of the Race.

The Chair of The Boat Race Company Limited and the Pro-Vice-Chancellors for Education of each of Oxford University and Cambridge University shall be kept informed about the work of the Panel and shall have the right to attend but not to vote at its meetings.

In making appointments Oxford and Cambridge shall have regard to the desirability of the Panel reflecting a broad range of age and experience, including in relation to each University's current admissions policies and practices. A Panel member (who must not be an Officer of a Club or a Trustee of a related Foundation whilst a Panel member) shall serve for up to three consecutive periods of three years after which he/she may not serve for as a Panel member for a period of three years. Oxford and Cambridge will renew (or not) the periods of service of the Chair; the Chair will renew (or not) the periods of service of the other members of the Panel.